The City of

Boynton Beach

City Commission Agenda

Tuesday, October 15, 2024, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Ty Penserga, Mayor (At Large)
Aimee Kelley, Vice Mayor (District IV)
Angela Cruz, Commissioner (District I)
Woodrow L Hay, Commissioner (District II)
Thomas Turkin, Commissioner (District III)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, 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:**

You may watch the meeting via the Live-To-Air platform. Visit the City's website at www.boynton-beach.org to access the up-to-date link to the meeting.

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

Welcome to Live-To-Air, the City of Boynton Beach's remote contribution platform that allows you to participate in our meetings from anywhere in the world.

To watch the live broadcast, visit the official City of Boynton Beach website. (https://www.boynton-beach.org) or YouTube channel (https://www.youtube.com/@cityofboynton).

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.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **Openings**

   A. Call to Order - Mayor Ty Penserga
   Roll Call.

   Invocation by Pastor Jeff Kelly, First Baptist Boynton.

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

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

2. **Other**

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

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

   A. Announcement of Fall Festival
   The City's annual Fall Festival on Saturday, October 19, from 3:00 P.M. to 6:00 P.M. at Centennial Park located at 120 E. Ocean Avenue in Downtown Boynton Beach.

   This year's event includes a kid zone, pumpkin giveaways, food trucks, music,

petting zoo and more. Community Greening will be onsite hosting a free tree giveaway for attendees while supplies last. Plus, enjoy the Hispanic Heritage Art Exhibition, and free dance classes including SAMBA at the Arts & Cultural Center. For more information, log on to the Recreation and Parks Department's website at WeMakeLifeFun.com

B. Announcement of the 2024 Boynton Beach Pirate Fest
Bigger than ever, this free, family-friendly event will feature multiple entertainment stages, live cannon performances, a mermaid grotto, an enchanted market, treasure hunts, a wide array of food, and more.

The event will kick off with a cannon firing promptly at 12 p.m. on Saturday (10/26) and Sunday (10/27). Attendees will enjoy non-stop entertainment on five stages. The famous Mermaid Jules and her friends will provide makeovers at the Mermaid Grotto. Tiny pirates can dig for treasures in the Lil Scallywag Zone and enjoy bounce houses, face painting and more. The Field of Danger will feature jaw-dropping stunts and death-defying feats.

Immerse yourself in an adventure at the Pirate Encampment, which will include axe throwing, sword fighting, and a haunted trail after dark on Saturday night. The Enchanted Market will showcase treasures from local vendors, and you can feast like a pirate with various food and beverage vendors.

View the full event schedule, shuttle locations, details, and updates at BBPirateFest.com.

4. **Public Audience**

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

5. **Administrative**

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

B. Community Support Funds.
Approve Community Support Fund request from Commissioner Turkin .

6. **Consent Agenda**

A. Proposed Resolution No. R24-238- Accept the Grant award for the Resilient Florida Program Implementation Grant for $536,952 with the Florida Department of Environmental Protection for the City of Boynton Beach Park Shoreline Resilience Project, approve Grant Agreement No. 25SRP19, and authorizing the Mayor to execute any documents necessary to implement this Resolution, subject to the approval of the City Attorney's Office.

Staff recommends approval of Proposed Resolution No. R24-238.

B. Proposed Resolution No. R24-239- Approve the auction of the vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers.

Staff recommends approval of Proposed Resolution No. R24-239.

C. Proposed Resolution No. R24-241- Authorizing the Mayor to sign the Florida Department of Environmental Protection (FDEP) consent order for resolution of enforcement action, OGC No. 23-1330.
Staff recommends approval of Proposed Resolution No. R24-241.

D. Proposed Resolution No. R24-242- 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. R24-242.

E. Proposed Resolution No. R24-243- Approve the award of City of Boynton Beach Main Roadway Sidewalk Pressure Cleaning Project to ET Pressure Cleaning by waiving the procurement policy to promote local businesses in the amount of $70,224 plus a 10% contingency amount of $7,022.40 for a total estimated amount of $77,246.40.
Staff recommends approval of Proposed Resolution No. R24-243.

F. Proposed Resolution No. R24-244- Approving and authorizing the Mayor to sign a land use agreement between the City of Boynton Beach and 209 E. Ocean Investors, LLC, for the 2024 Pirate Fest event on Saturday, October 26, 2024 and Sunday, October 27, 2024.
Staff recommends approval of Proposed Resolution No. R24-244.

G. Proposed Resolution No. R24-245- Approving and authorizing the Mayor to sign a land use agreement between the City of Boynton Beach and BB North, LLC, for the 2024 Pirate Fest event on Saturday, October 26, 2024, and Sunday, October 27, 2024.
Staff recommends approval of Proposed Resolution No. R24-245.

H. Proposed Resolution No. R24-246- Approving and authorizing the Mayor to sign a land use agreement between the City of Boynton Beach and BB1 Development, LLC for the 2024 Pirate Fest event on Saturday, October 26, 2024 and Sunday, October 27, 2024.
Staff recommends approval of Proposed Resolution No. R24-246.

I. Proposed Resolution No. R24-247- Approve the Palm Beach County consent form for the rezoning of Cypress Creek PUD (Planned Unit Development).
Staff recommends approval of Proposed Resolution No. R24-247.

J. Proposed Resolution No. R24-248- Approve the Release of Claim and Indemnification Agreement for $85,000 in connection with claim no. FMIT VA2023111341/ Tristar claim no. 21855649 for a Motor Vehicle Accident that occurred on or about May 23, 2021.
Staff recommends approval of Proposed Resolution No. R24-248.

K. Proposed Resolution No. R24-249- Approving the purchase of first responder high-performance resuscitation workforce training, Neuroprotective CPR training, from Med Alliance Group, Inc., a sole source, in an amount not to exceed $54,600.
Staff recommends approval of Proposed Resolution No. R24-249.

L. Proposed Resolution No. R24-250- Approving a Memorandum of Understanding between SCORE of Palm Beach County and the City of Boynton Beach.
Staff recommends approval of Proposed Resolution No. R24-250.

M. Proposed Resolution No. R24-251- Approve the adoption of amended "Exhibit A" to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for funding construction and professional services.
Staff recommends approval of Proposed Resolution No. R24-251.

N. Proposed Resolution No. R24-252- Approve a drainage Easement Agreement for 735 Shore Drive, Boynton Beach, Florida, with Rick A. Sheffield, for the construction of a 10-foot Utility Easement for a new 24-inch outfall as part of the Coquina Cove neighborhood improvement project. Proposed Resolution No. R24-253- Approve a drainage Easement Agreement for 801 Shore Drive, Boynton Beach, Florida, with Jared Collin and Taylor Collin, for the construction of a 10-foot Utility Easement for a new 24-inch outfall as part of the Coquina Cove neighborhood improvement project
Staff recommends approval of Proposed Resolution No. R24-252 and Proposed Resolution No. R24-253.

O. Proposed Resolution No. R24-254- Approve the purchase AWC A-102-Plus Antiscalant for the West Water Treatment Plant in the amount of $67,100 from American Water Chemicals, Inc. as the sole source supplier.
Staff recommends approval of Proposed Resolution No. R24-254.

P. Proposed Resolution No. R24-255- Accepting the Grant award for the General Program Support Grant for $36,878.11 with the Knight Foundation, and execute all future documents associated with the grant, subject to the approval of the City Attorney.
Staff recommends approval of Proposed Resolution No. R24-255.

Q. Proposed Resolution No. R24-256- Approve the subordination of Utility easement interests for parcel 800.7 for the Florida Department of Transportation (FDOT), Woolbright Rd. and I-95 Interchange improvements project.
Staff recommends approval of Proposed Resolution No. R24-256.

R. Commission Meeting Minutes.
Approve minutes from the September 23, 2024, City Commission Meetings.

7. **Consent Bids and Purchases over $100,000**

A. Proposed Resolution No. R24-257- Approve a Piggyback Agreement with Pantropic Power, Inc., for Equipment Rental with Related Services to maintain an emergency backup generator for the East Water Treatment Plant in an amount not to exceed $136,871.60. Utilizing the Sourcewell NJPA Contract # 062320-CAT.

Staff recommends approval of Proposed Resolution No. R24-257.

B. Proposed Resolution No. R24-258- Approve a piggyback agreement with Herc Rentals, Inc., for the rental of portable generators, light towers, and various related rental equipment for the Special Events Division, in an amount not to exceed $150,000, utilizing State of Florida Contract #518-410-19-ACS.
Staff recommends approval of Proposed Resolution No. R24-258.

C. Proposed Resolution No. R24-259- Award Bid #UTL24-041 for "Diesel/Propane Generator and Bypass Pump Maintenance and Repair Service" to Zabatt Engine Services, Inc. The expected annual expenditure amount for Public Works Department is $30,000 and for the Utilities Department is $130,000 for a total estimated expenditure of $190,000.
Staff recommends approval of Proposed Resolution No. R24-259.

D. Proposed Resolution No. R24-260- Approve the purchase of AWC A-782 Polyphosphate Corrosion-Inhibitor for Water Treatment Plants in the amount of $107,136 from American Water Chemicals, Inc. as the sole source supplier.
Staff recommends approval of Proposed Resolution No. R24-260.

E. Proposed Resolution No. R24-261- Approve a piggyback agreement with BFAV, LLC, d/b/a All on Stage Productions, for the rental of sound, stage, and lighting services, in an amount not to exceed $150,000 per year, utilizing City of Delray Beach RFP 2024-021.
Staff recommends approval of Proposed Resolution No. R24-261.

F. Proposed Resolution No. R24-262- Approve a piggyback agreement and expenditure with Extreme Networks, Inc., for the purchase of network equipment, network switch maintenance, and licensing in an amount not to exceed $200,000 a year, utilizing the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS.

Staff recommends approval of Proposed Resolution No. R24-262.

8. **Public Hearing**

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

A. Proposed Ordinance No. 24-017- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses- Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 24-017, on second reading.

B. Proposed Ordinance No. 24-020- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Article II of Chapter 18

of the Boynton Beach Code of Ordinances entitled Employees' Pension Plan amending Section 18-145 City of Boynton Beach Investment Policy for General Employees' Pension Fund; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith and providing for an effective date.

Staff recommends approval of Proposed Ordinance No. 24-020, at second reading.

C. Proposed Ordinance No. 24-021- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building and Structures"; providing for codification, severability, conflicts, and providing for an effective date.

Staff recommends approval of Proposed Ordinance No. 24-021, on second reading.

9. **City Manager's Report**

10. **Regular Agenda**

A. Proposed Ordinance No. 24-022- First Reading, An Ordinance of the City of Boynton Beach, Florida, Amending the Boynton Beach Administrative Amendments to the 8th Edition (2023) of the Florida Building Code.
Staff recommends approval of Proposed Ordinance No. 24-022 on first reading.

B. Proposed Resolution No. R24-263- Award and approve a Piggyback Agreement with American Traffic Solutions, Inc., DBA Verra Mobility, utilizing the City of Tampa contract RFP #611122923, for services related to Speed Detection Camera Systems for School Zones subject to the final approval of the piggyback agreement from the City Attorney's Office.
Staff recommends approval of Proposed Resolution No. R24-263.

11. **Future Agenda Items**

A. Update on future upgrade plan for water treatment plants to meet future drinking water regulations.- **November 4, 2024**
Requested by Mayor Penserga.

B. Discussion regarding Rapid Re-housing Program.- **November 4, 2024**
Requested by Mayor Penserga.

C. Discussion regarding additional digital signs. - **November 4, 2024**
Requested by Commissioner Hay.

D. Discussion regarding City entry way signage. - **November 4, 2024**
Requested by Mayor Penserga.

E. Discussion regarding Procurement Policies and Procedures, including local business preference. - **December 3, 2024**
Requested by Mayor Penserga and Commissioner Cruz.

F. Discussion regarding combining City properties together to create senior affordable housing . **- Pending meeting with Mayor Penserga**
Requested by Mayor Penserga.

G. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

H. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

I. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Vice Mayor Kelley**
Requested by Vice Mayor Kelley.

12. **Adjournment**

Notice

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

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

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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Announcement of Fall Festival

Requested Action: The City's annual Fall Festival on Saturday, October 19, from 3:00 P.M. to 6:00 P.M. at Centennial Park located at 120 E. Ocean Avenue in Downtown Boynton Beach.

This year's event includes a kid zone, pumpkin giveaways, food trucks, music, petting zoo and more. Community Greening will be onsite hosting a free tree giveaway for attendees while supplies last. Plus, enjoy the Hispanic Heritage Art Exhibition, and free dance classes including SAMBA at the Arts & Cultural Center. For more information, log on to the Recreation and Parks Department's website at WeMakeLifeFun.com

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Explanation of Request: Announcement of Fall Festival

How will this affect city programs or services? For the safety of attendees and vendors, the following roads will be closed for the event.
• E. Ocean Ave., from Seacrest Blvd. to SE 1st St. from approx. 12 P.M. to 7 P.M.
• SE 1st Ave., from Seacrest Blvd. to SE 1st St. from approx. 12 P.M. to 7 P.M.
Support Services provided by Public Works Department, Marketing Department, Boynton Beach Police Department, and Boynton Beach Fire Department.

Fiscal Impact: This is a free event to all who choose to attend.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Announcement of the 2024 Boynton Beach Pirate Fest

Requested Action: Bigger than ever, this free, family-friendly event will feature multiple entertainment stages, live cannon performances, a mermaid grotto, an enchanted market, treasure hunts, a wide array of food, and more.

The event will kick off with a cannon firing promptly at 12 p.m. on Saturday (10/26) and Sunday (10/27). Attendees will enjoy non-stop entertainment on five stages. The famous Mermaid Jules and her friends will provide makeovers at the Mermaid Grotto. Tiny pirates can dig for treasures in the Lil Scallywag Zone and enjoy bounce houses, face painting and more. The Field of Danger will feature jaw-dropping stunts and death-defying feats.

Immerse yourself in an adventure at the Pirate Encampment, which will include axe throwing, sword fighting, and a haunted trail after dark on Saturday night. The Enchanted Market will showcase treasures from local vendors, and you can feast like a pirate with various food and beverage vendors.

View the full event schedule, shuttle locations, details, and updates at BBPirateFest.com.

Explanation of Request: Announcement of the 2024 Boynton Beach Pirate Fest

How will this affect city programs or services? Road closures are planned to begin Thursday, October 23rd, and remain in effect through Monday, October 28th. We will close Ocean Ave from Seacrest to 4th Street (and all access points) and SE 1st Ave from Seacrest to SE 1st Street. During the road closures, employees and city hall visitors should park in the employee lot.

Fiscal Impact: The event was budgeted for within the Event's division budget, it is free to attend.

Attachments:
Pirate Fest

FREE EVENT!

THE PIRATES ARRR COMING!

BOYNTON BEACH

PIRATE FEST

Saturday, October 26th · 12pm to 10pm
Sunday, October 27th · 12pm to 6pm

120 E. OCEAN AVE. • CENTENNIAL PARK AMPHITHEATER
DOWNTOWN BOYNTON BEACH

GET READY FOR 2 DAYS OF
Live Music • Entertainment • Food • Costumes
Children's Activites • Shopping • Cannons
Mermaids • Pirates & More

CITY OF BOYNTON BEACH

PRESENTED BY THE CITY OF BOYNTON BEACH

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Advisory Board Appointments.

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

Explanation of Request:

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

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

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

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

Attachments:
Advisory_Board_Appointments_Reappointments_and_Applicants_for_October_15_2024.docx
Patterson, Desirae - Firefighters' Pension Trust Fund.pdf
Coccoli, Beverlee - Library Board.pdf
Davis, Aron- Library Board.pdf
Farmer, Lorraine - Library Board.pdf
Hampar, Joanne - Library Board.pdf
Lee, Bill - Library Board.pdf
Madhav, Harish - Library Board.pdf
McGill, Jane - Library Board.pdf
Owen, Malissa - Library Board.pdf
Watts, Elizabeth - Library Board.pdf

Affordable Housing Advisory Committee
3 Year Term

Mayor	Penserga	Citizen actively engaged as a for-profit provider of affordable housing

Applicants: None

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

I	Cruz	Regular	Vacant
II	Turkin	Regular	Vacant

Applicants: None

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

Mayor	Penserga	Regular	Replaces Daniel Berger – 2nd term expired
Vice Mayor	Kelley	Regular	Replaces Paul Bortz – 2nd term expired
I	Cruz	Regular	Replaces Timothy Dornblaser – 2nd term expired
II	Hay	Regular	Replaces Sanford Guritzky – 2nd term expired
III	Turkin	Regular	Vacant
Mayor	Penserga	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

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

Vice Mayor	Kelley	Regular	Vacant

Applicants: None

Employees' Pension Plan Board of Trustees

Vice Mayor	Kelley	Member Employee Representative (Non-Bargaining)
I	Cruz	Member Employee Representative (Non-Bargaining)

Applicants: None

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

Mayor	Penserga	Alternate	Replaces Victor Norfus – did not apply for 2nd term
I	Cruz	Alternate	Vacant

Applicants: None

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

III	Turkin	Regular

Applicants: Beverlee Coccoli
Aron Davis
Jane McGill
Lorraine Farmer
Harish Madhav

Joanne Hampar
Bill Lee
Malissa Owen
Elizabeth Watts

Municipal Firefighters' Pension Trust Fund

1	Cruz	Reg	4-year term

Applicant: Desirae Patterson

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

I	Cruz	Alternate	Vacant

Applicants: None

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

Mayor	Penserga	Alternate	Vacant
Vice Mayor	Kelley	Alternate	Vacant

Applicants: None

From: City Clerk
To: Stanzione, Tammy
Subject: FW: Advisory Board Appointment application
Date: Friday, September 27, 2024 2:58:55 PM

From: desiraemariewatler <noreply@123formbuilder.com>
Sent: Friday, September 27, 2024 2:30 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender

This message came from outside your organization.

Today's date	09/27/2024
Name	Desirae Patterson
Phone number	561-703-6739
Address	2890 SE 1ST CT BOYNTON BEACH FL 33435-7635 United States
Email	desiraemariewatler@gmail.com
Current occupation or, if retired, prior occupation	Stay at home mom, Teacher
Education	Bachelors Degree, Elementary Education K-6 ESOL Endorsed
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes

If "yes", which board(s) and when?	Boynton Beach Firefighters' Pension Fund
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Firefighters' Pension Trust Fund
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I have served on the board since 2019 and have been able to attend almost all of the quarterly meetings. I have been able to listen and give guidance to our consultants over the pension plan. I have been to trainings such as Florida Public Pension Trustees Association (FPPTA) and been invited to KORIED to learn more about other pension plans. I always seek to be the best fiduciary for the plan.
Professional Memberships	None
Feel free to attach/upload an extra sheet or resume.	
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.

The message has been sent from 104.9.60.140 (United States) at 2024-09-27 13:30:22 on Chrome 116.0.0.0
Entry ID: 725
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:19 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: bevcoccoli <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 10:23 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	09/01/2024
Name	Beverlee Coccoli
Phone number	860-508-6597
Address	2399 SW 11th Ave. Boynton Beach FL 33426 United States
Email	bevcoccoli@comcast.net
Current occupation or, if retired, prior occupation	Event planner
Education	Associate Degree
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:19 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: AronTD <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 11:17 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	09/01/2024
Name	Aron Davis
Phone number	954-707-9590
Address	10 Redwood Ct Boynton Beach FL 33426 United States
Email	AronTD@Gmail.com
Current occupation or, if retired, prior occupation	Software Engineer
Education	Bachelor's in Management of Information Systems
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

From: lcfarmer1
To: City Clerk
Subject: Advisory Board Appointment application
Date: Tuesday, September 03, 2024 9:22:25 PM

This Message Is From an External Sender
This message came from outside your organization.

Today's date	09/03/2024
Name	Lorraine Farmer
Phone number	561-374-9696
Address	6711 North Ocean Boulevard 8 Ocean Ridge FL 33435 United States
Email	lcfarmer1@comcast.net
Current occupation or, if retired, prior occupation	Retired educator
Education	BA Education
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Library Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	Being an avid reader, the library has always been a haven for me...even when it was in the "old" building!

	I was raised in West Palm Beach...attended Belvedere, Conniston and Forest Hill High and graduated from FAU...a true Native. I taught in Broward County for 25+ years and still substitute teach at the local Gulfstream School.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
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.

The message has been sent from 73.56.219.160 (United States) at 2024-09-03 20:22:14 on Chrome 127.0.0.0
Entry ID: 717
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:18 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: jhampar <noreply@123formbuilder.com>
Sent: Monday, September 2, 2024 1:29 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	09/03/2024
Name	Joanne Hampar
Phone number	561-735-2371
Address	4408 Tuscany Way Boynton Beach Florida 33435 Reserved
Email	jhampar@comcast.net
Current occupation or, if retired, prior occupation	registered representative/stockbrokerage
Education	
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Friday, August 30, 2024 8:14 AM
To: Stanzione, Tammy
Subject: FW: Advisory Board Appointment application

From: blee7453 <noreply@123formbuilder.com>
Sent: Thursday, August 29, 2024 6:03 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	08/29/2024
Name	Bill Lee
Phone number	201-400-5335
Address	4310 Tuscany Way 4310 Tuscany Way Boynton Beach FL 33435 Reserved
Email	blee7453@gmail.com
Current occupation or, if retired, prior occupation	Elementary school principal
Education	BA Special education, MA Reading Specialist, PhD Educational Administra
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:18 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Attachments: RESUME_20240901.doc

From: htmadhav <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 4:57 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	09/01/2024
Name	Harish Madhav
Phone number	561-738-1100
Address	2300 S CONGRESS AVE Suite 108 Boynton Beach Florida 33426 United States
Email	htmadhav@gmail.com
Current occupation or, if retired, prior occupation	Physician
Education	MD, MPH
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	Harish Madhav MD PA ;
Are you currently serving on a City board?	No

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:19 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: Sailjane <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 3:51 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	09/01/2024
Name	Jane McGill
Phone number	305-393-7133
Address	1824 SW 17th St Boynton Beach FL 33426 United States
Email	Sailjane@aol.com
Current occupation or, if retired, prior occupation	Retired teacher and librarian
Education	BA Economics/marketing Central Conn State University And Masters Degree in Library and Information Science at University of South Florida
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LBV

Stanzione, Tammy

From: malissaowen50 <noreply@123formbuilder.com>
Sent: Thursday, August 29, 2024 2:07 PM
To: City Clerk
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	08/29/2024
Name	Malissa Owen
Phone number	954-328-3400
Address	2718 SW 6th St Boynton Beach FL 33435 United States
Email	malissaowen50@gmail.com
Current occupation or, if retired, prior occupation	Health and Well-Being Product Manager
Education	Health Science Education
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Library Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes

LBV

Stanzione, Tammy

From: elizabeth.watts <noreply@123formbuilder.com>
Sent: Thursday, August 29, 2024 11:13 AM
To: City Clerk
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	08/29/2024
Name	Elizabeth Watts
Phone number	516-455-6243
Address	2642 SW 23rd Cranbrook Ct Boynton Beach Florida 33436 United States
Email	elizabeth.watts@verizon.net
Current occupation or, if retired, prior occupation	Retired teacher
Education	Masters in TESOL
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Library Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I am an avid lifelong reader and library user.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Community Support Funds.

Requested Action: Approve Community Support Fund request from Commissioner Turkin .

How will this affect city programs or services? NA

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

Attachments:
CSF Growing Strong Ministries Comm. Turkin.pdf

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

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

Date of Request:	10/07/2024
Requested by Mayor/Commissioner:	Commissioner Turkin
Amount Requested	$500.00
Recipient/Payee:	Growing Strong Ministries
Project, program, or activity to be funded:	Thanksgiving Giveaway

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.00.

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

Accordingly:

X There are funds available as requested

There are insufficient funds available as requested

Dated: 10/7/2024 By: _____
City Clerk

Part III-Eligibility Evaluation

X Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit

X The recipient/payee provides services within the City

X 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: 10/15/2024

Proposed Resolution No. R24-238- Accept the Grant award for the Resilient Florida Program Implementation Grant for $536,952 with the Florida Department of Environmental Protection for the City of Boynton Beach Park Shoreline Resilience Project, approve Grant Agreement No. 25SRP19, and authorizing the Mayor to execute any documents necessary to implement this Resolution, subject to the approval of the City Attorney's Office.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-238.

Explanation of Request:

On May 12, 2021, Florida Senate Bill 1954 was signed into law, which included the creation of the Resilient Florida Program. This comprehensive legislation ensures a coordinated approach to Florida's coastal and inland resilience. The Resilient Florida Program enhances the efforts to protect Florida inland waterways, coastlines and shores, which serve as invaluable natural defenses against sea level rise. The legislation will yield the largest investment in Florida's history to prepare communities for the impacts of sea level rise, intensified storms and flooding.

The Resilient Florida Program includes a selection of grants that are available to municipalities to effectively address the impacts of flooding and sea level rise that Florida faces. Under this program, the City has completed a statutorily compliant flooding vulnerability assessment and was awarded a grant to develop an adaptation plan.

On August 20, 2024 the City was awarded funding in the amount of $536,952 under the Resilient Florida Implementation Grant Program for the City of Boynton Beach Park Shoreline Resilience Project. The project will integrate the natural environment and engineered structures fostering biodiversity and ecological equilibrium. The grant has a 50% match of $536,952.

How will this affect city programs or services?

The project will enhance the City's ability to mitigate flooding and build resilience to sea level rise and future environmental challenges.

Fiscal Impact:

The Resilient Florida Program Grant offered by the Florida Department of Environmental Protection is expected to fund $536,952 throughout the project's lifecycle, and requires a 50% cost-sharing of $536,952. Amendments to either the 302 CIP or the 131 Green Building Fund are to be determined; no cost is required at this time to accept the grant.

Attachments:
R24-238 Agenda_Item_2170-2023_Resolution_for_Shoreline_Resilience_grant.docx
Attachment 1- Grant Work Plan.pdf
Attachment 2- FY 24-25 Implementation Grantee Award Packet-2.pdf
Attachment 3- Agreement Contact Information.pdf

RESOLUTION NO. R24-238

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCEPTING A RESILIENT FLORIDA PROGRAM FISCAL YEAR 2024-2025 STATEWIDE RESILIENCE PLAN GRANT AWARD FOR THE SHORELINE RESILIENCE PROJECT IN THE AMOUNT OF $536,952 FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; APPROVING GRANT AGREEMENT NO. 25SRP19 WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE INTENT OF THIS RESOLUTION SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on May 12, 2021, the Senate Bill 1954 became law, which included the creation of the Resilient Florida Program. This comprehensive legislation ensures a coordinated approach to Florida's coastal and inland resilience. The Resilient Florida Program enhances the efforts to protect Florida inland waterways, coastlines and shores, which serve as invaluable natural defenses against sea level rise. The legislation will yield the largest investment in Florida's history to prepare communities for the impacts of sea level rise, intensified storms, and flooding; and

WHEREAS, the Resilient Florida Program includes a selection of grants that are available to municipalities to effectively address the impacts of flooding and sea level rise that Florida faces. Under this program, the City has completed a statutorily compliant flooding vulnerability assessment and was awarded a grant to develop an adaptation plan; and

WHEREAS, on August 20, 2024, the City was awarded funding in the amount of $536,952 under the Resilient Florida Implementation Grant Program for the City of Boynton Beach Park Shoreline Resilience Project. The project will integrate the natural environment and engineered structures fostering biodiversity and ecological equilibrium; and

WHEREAS, the grant has a 50% match of $536,952; 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 accept a Resilient Florida Program Fiscal Year 2024-2025 Statewide Resilience Plan Grant Award for the Shoreline Resilience Project in the amount of $536,952 from the State of Florida Department of Environmental Protection and approve Grant Agreement No. 25SRP19 with the State of Florida Department of Environmental

Protection.

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 accept a Resilient Florida Program Fiscal Year 2024-2025 Statewide Resilience Plan Grant Award for the Shoreline Resilience Project in the amount of $536,952 from the State of Florida Department of Environmental Protection.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve Grant Agreement No. 25SRP19 between the State of Florida Department of Environmental Protection and the City for the Shoreline Resilience Project in the amount of $536,952 (the “Agreement”).

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement and any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement or this Resolution, subject to the review and approval of the City Attorney’s Office.

SECTION 5. Alannah Irwin and Mirna Crompton shall be responsible for ensuring that one fully executed Agreement is returned to the City, to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25SRP19

ATTACHMENT 3

PROJECT TITLE: City of Boynton Beach Park Shoreline Resilience

PROJECT LOCATION: The Project is located in Boynton Beach within Palm Beach County, Florida.

PROJECT DESCRIPTION:
The City of Boynton Beach (Grantee) will conduct the City of Boynton Beach Park Shoreline Resilience (Project) to include the construction of living shorelines covering no more than 1708 linear feet of shoreline at Mangrove Park, Intracoastal Park, and Jaycee Park to fortify coastal resilience.

TASKS AND DELIVERABLES:

Task 1: Design and Permitting

Description: The Grantee will acquire professional services for the engineering and design of innovative living shoreline technologies using nature-based solutions covering no more than 1708 linear feet of shoreline and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **1.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **1.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project. This should include any permits listed in the original project application; and,
- **1.3:** Project administration and management report(s) signed by the Grantee's Grant Manager. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project administration activities;
    - Proposed project scopes of work; and
    - Meeting minutes with design professionals and construction contractors, as applicable.

Task 2: Construction

Description: The Grantee will construct innovative living shoreline technologies using nature based solutions at Mangrove Park, Intracoastal Park, and Jaycee Park in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction

bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **2.1:** A copy of the record (as-built) drawings;
- **2.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project;
- **2.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and,
- **2.4:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required

Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Task Start Date	Task Due Date
1	Design and Permitting	7/1/2024	3/31/2027
2	Construction	7/1/2024	3/31/2027

BUDGET DETAIL:

Task No.	Task Title	Budget Category	DEP Amount	Match Amount
1	Design and Permitting	Contractual Services	$412,250	$412,250
		Total for Task:	**$412,250**	**$412,250**
2	Construction	Contractual Services	$124,702	$124,702
		Salary	$0	$0
		Fringe Benefits	$0	$0
		Total for Task:	**$124,702**	**$124,702**
		Project Total:	**$536,952**	**$536,952**
		Percentage Match:	**50%**	**50%**

SALARY AND FRINGE BENEFITS BY TASK: Cost-reimbursable funding or hourly match and fringe rate(s) by position may not exceed those indicated below. Upon submission of each payment request, the Grantee certifies that the hours and fringe rates submitted are accurate and allowable costs for the Grant Agreement. Upon request by the Department's Grant Manager, additional documentation of hours worked will be provided. *[Example rates provided, revise as needed. Include all possible position titles that may be used for the task(s). May list fixed hourly rate and fringe rate. Optional: use Maximum Hourly Rate and Maximum Fringe Rate (%) in the table header below if the rates will be variable for the position title, as long as they can charge at or below those rates and provide information upon request.]*

[OPTIONAL SALARY/FRINGE/INDIRECT BENEFITS: If the "For Actual Costs" option is selected in Attachment 2, Grantee must remove the Fringe Rate column in the table below and then use the following statement:]
Cost-reimbursable funding or hourly match rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Budget Detail by task table.

Task No.	Position Title	Hourly Rate	Fringe Rate	Indirect Costs

1		$	%	%
		$	%	%
		$	%	%
		$	%	%
2		$	%	%
		$	%	%
		$	%	%
		$	%	%

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of Boynton Beach is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Ty Penserga, Mayor

Title: Mayor

Signature: Date:

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Resilient Florida Program
Match Funding Source Documentation

Form required for all grant agreements with match expenditures.

Grant Agreement Number: 25SRP19

Grantee Name: City of Boynton Beach

For the Resilient Florida Program grant listed, match funds may be required, pursuant to Attachment 2, Section 7. If required, complete the following table to identify the match funding source(s) and amounts and provide applicable supporting documentation for verification of funding source(s), pursuant to Attachment 1.

Match Funding Source Type (Expenditure Category)	**Match Funding Amount**	**Specify the Funding Source**	**Match Documentation Provided**
Contractual Services	$ 536,952	Local funds	☒
	$		☐
	$		☐
	$		☐
Total Match Amount:	$ 536,952		

Add additional rows, if needed.

Note: Supporting documentation to substantiate match requirements for specific budget categories, as identified in Attachment 3, is required to be submitted with each payment request to document all match funds provided during the period covered by that request. Refer to Attachment 1 for the documentation required to satisfy match documentation for payment requests.

Certification: By signing below, I certify that, on behalf of the Grantee listed above, the matching funds provided with this form are available for use with the Resilient Florida Program Grant Agreement Number, 25SRP19 .

Name: Ty Penserga, Mayor

Title: Mayor

Signature: _____ Date: _____

Florida Department of Environmental Protection
Resilient Florida Program
Fiscal Year 2024-2025 Statewide Resilience Plan Grant Awards
Implementation Grantee Award Packet

Grantee Checklist for Initial Required Documents

Grantee Name: City of Boynton Beach

Return the following documents to ResilientFloridaGrants@FloridaDEP.gov:

- ☒ Agreement Contact Information Form (page 2)
- ☒ Certificate of Insurance (requirements on page 4)
- ☒ W-9 (substitute W-9 registration instructions page 6)
- ☒ Exhibit J, Common Carrier Attestation Form (page 8)
  - ➢ *Applicable to contracts with a common carrier (firm/person/corporation that as a regular business transports people or commodities from place to place). Grantees must sign and submit Exhibit J if the Grantee (as an entity) has a common carrier or performs common carrier activities. The Exhibit J must be signed by the Grantee's Authorized Representative or Designee.*
- ☒ Grantee Match Form (page 9)

Visit the Resilient Florida Program Grants webpage for additional information and resources.

AGREEMENT CONTACT INFORMATION

PROJECT TITLE: City of Boynton Beach Park Shoreline Resilience

GRANTEE:
Organization Name (i.e., city of or county) City of Boynton Beach
Mailing Address: P.O. Box 310
City: Boynton Beach State: FL Zip: 33425
Physical Address (if different from mailing): 100 E. Ocean Ave
City: Boynton Beach State: FL Zip: 33435
Phone Number: 561-742-6087
Grant agreement number (will be assigned):
Federal Employer ID Number: 59-6000-282
Award Amount: $536,952
Match Amount (if required): $536,952

AUTHORIZED REPRESENTATIVE (Person to sign agreement. Include name and official title.)
Name : Ty Penserga, Mayor
Mailing Address: P.O. Box 310
City: Boynton Beach State: FL Zip: 33425
Physical Address (if different from mailing): 100 E. Ocean Ave
City: Boynton Beach State: FL Zip: 33435
Phone Number: 561-742-6010
E-mail Address: PensergaT@bbfl.us

GRANT MANAGER:
Name: Mirna Crompton
Employer: City of Boynton Beach
Title: Grants Manager
Mailing Address: P.O Box 310
City: Boynton Beach State: FL Zip: 33425
Phone Number: 561-742-6087
E-mail Address: CromptonM@bbfl.us

FISCAL AGENT:
Name: Anthony Davidson
Employer: City of Boynton Beach
Title: Interim Finance Director
Mailing Address: P.O. Box 310
City: Boynton Beach State: FL Zip: 33425
Phone Number: 561-742-6314
E-mail Address: DavidsonA@bbfl.us

AGREEMENT CONTACT INFORMATION

CONTRACTOR (*if applicable & known*):

Organization Name: _____

Contact Person Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

E-mail Address: _____

ADDITIONAL CONTACTS:

Name: Alanaah Irwin

Phone Number: 561-742-6415

Email Address: IrwinA@bbfl.us

Name: Poonam Kalkat

Phone Number: 561-742-6403

Email Address: KalkatP@bbfl.us

Name: _____

Phone Number: _____

Email Address: _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-239- Approve the auction of the vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-239.

Explanation of Request:

The Fleet Maintenance Division is submitting sixteen (16) units to be disposed of at auction using the online auctioneer JJ Kane Auctioneers. The proceeds will generate revenue for the Fleet Maintenance Fund. The division has verified that the units are no longer of use and has completed all proper documentation for disposal.

How will this affect city programs or services?

The disposal of obsolete, damaged, and surplus vehicles/equipment will eliminate the need to store them and allow the Finance Department to remove them from the City's fixed asset records.

Fiscal Impact: The revenue generated from the sale of surplus vehicles/equipment will be placed in the Fleet Maintenance Fund and will be used for the future procurement of vehicles/equipment.

Attachments:
R24-239 Agenda_Item_2177-2023_auction_for_disposal.docx
Exhibit A to Resolution - Vehicle Surplus List - Oct 2024
JJ_Kane_Contract_Agreement

RESOLUTION NO. R24-239

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE AUCTION OF THE VEHICLES/EQUIPMENT SUBMITTED BY THE FLEET MAINTENANCE DIVISION FOR DISPOSAL BY USING THE ONLINE AUCTIONEERS JJ KANE AUCTIONEERS; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 15, 2023, the City Commission approved Resolution No. R23-102 approving an Agreement with JJ Kane Auctioneers to facilitate the sale at public auction of City-owned vehicles and equipment that have been identified as surplus; and

WHEREAS, the Fleet Maintenance Division is submitting Sixteen (16) units to be disposed of at auction by using the online auctioneer JJ Kane Auctioneers; and

WHEREAS, the Fleet Maintenance Division has verified that the units are no longer of use and have completed all proper documentation for disposal, and requests the City Commission's review, evaluation, and approval to sell the surplus vehicles/equipment; and

WHEREAS, the proceeds will generate revenue for the Fleet Maintenance Fund; and

WHEREAS, the City Commission, upon recommendation of staff, has deemed it to be in the best interests of the citizens and residents of the City to approve the auction of the Vehicles/Equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneers JJ Kane Auctioneers.

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 auction of the Vehicles/Equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneers, JJ Kane Auctioneers. A copy of the Vehicle List to be auctioned is attached hereto and incorporated herein as "Exhibit A."

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Public Works Department

Fleet Management & Mobility Division

Vehicle Surplus List - October 2024

UNIT #	YEAR	MAKE	MODEL	DESCRIPTION	VIN # OR SERIAL #	DEPARTMENT
4863	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR2JGB46366	POLICE
4734	2017	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR0HGB00531	POLICE
4737	2017	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR2HGD26151	POLICE
7700	2017	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8D81HGC90309	POLICE
4862	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR3JGB46358	POLICE
4864	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR3JGB46361	POLICE
4972	2019	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR8KGA28887	POLICE
4851	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR8JGB46372	POLICE
3620	2016	FORD	F-150	PICKUP TRUCK 1/2 TON CREW CAB	1FTEW1C81GKD96515	POLICE
4852	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR7JGB46363	POLICE
4966	2019	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR7KGA28881	POLICE
4854	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR1JGB46357	POLICE
5901	2009	CHEVROLET	SILVERADO	TRUCK FLATBED STAKED BODY	1GBJC74K69F143498	PARKS & GROUNDS
19	2008	CHEVROLET	SILVERADO	PICKUP TRUCK 3/4 TON	1GCHC24K48E197562	PARKS & GROUNDS
2404	2015	FORD	F-350	UTILITY BODY TRUCK 1 TON	1FDRF3G6XFEA46573	WATER DISTRIBUTION
4866	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K7D82JGC34010	POLICE

Contact: Dave Persad
Seller Name: The City of Boynton Beach
Express Mail Address (No P.O. Boxes):

222 NE 9th Ave
Boynton Beach, FL 33435

Phone: 561-742-6215
Email: persadd@bbfl.us

Date Emailed To Seller: 7.17.2023

This agreement (this "Agreement"), effective as of July 17th 2023, is by and among The City of Boynton Beach (hereinafter called "Seller"), J.J. Kane Exchange, LLC ("Exchange"), and J.J. Kane Associates Inc. d/b/a "J.J. Kane Auctioneers," "Ken Porter Auctions" and "First Capitol Auction" ("Associates" and, together with Exchange, hereinafter called "Auctioneer"), acting as agent for Seller. Seller and Auctioneer, intending to be legally bound, hereby agree as follows:

1) Term and Termination. The term of this Agreement shall begin on the date hereof and shall continue until terminated by either party hereto. Either party hereto may terminate this Agreement at any time upon 60 days' prior written notice to the other party. Upon termination of this Agreement, Auctioneer shall provide written notice to Seller describing any unsold Auction Items (defined below) and, unless otherwise mutually agreed to by the parties hereto, Auctioneer shall be permitted to attempt to sell such Auction Items at auction for an additional 60 days following the effective date of the termination of this Agreement. At the end of such additional 60 day period, any unsold Auction Items will be released to Seller; provided, that Seller shall be required to reimburse Auctioneer for any and all expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning, and other related costs of preparing such unsold Auction Items for sale prior to Auctioneer's release of such Auction Items to Seller.

2) Engagement.
   a) Seller hereby engages Auctioneer to facilitate the sale at public absolute auction sale Seller's property identified by Seller (the "Auction Item"), excluding any chemicals, hazardous materials or other environmentally unsafe equipment or materials unless mutually agreed upon in writing by Seller and Auctioneer.
      i) Seller shall be responsible for clean-up/disposal of petroleum products/chemical spills coming from Auction Items that are offered for sale under this Agreement. The prompt and proper clean-up of any spills, leaks or other releases of petroleum or chemical substances and materials will be performed in accordance with all applicable federal, state and local laws and regulations. Seller acknowledges and agrees that in the event a spill has occurred, notification by Auctioneer to certain federal, state and/or local agencies may be required. Seller shall be responsible for all costs resulting in the clean-up of any spills/leaks or other releases of petroleum or chemical spills in accordance with any applicable laws and regulations. All clean-up/proper disposal costs will be billed back to Seller and deducted from Seller's sale proceeds. If said proceeds do not cover the total cost of spill cleanup/disposal, Seller will be billed the difference and Auctioneer shall be paid within 10

business days of dated invoice. The obligations set forth in this Section 2 shall survive the termination or expiration of this Agreement.

b) Seller hereby acknowledges and agrees that any auction conducted over the internet via online bidding will be conducted by Exchange and any applicable third party internet auction platform.

c) Auctioneer may, in its sole discretion, accept or reject any Auction Items proposed for auction sale by Seller.

3) Auctioneer Personnel. Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale contemplated by this Agreement. Auctioneer shall employ qualified personnel to perform these jobs and shall perform the engagement contemplated by this Agreement in a professional and skilled manner.

4) As-Is & Where-Is Auction Sales.

a) Auction Items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by Auctioneer. All Auction Items will be sold on an "As-Is Where-Is" basis without any warranties of any kind, expressed or implied.

b) Seller agrees to disclose to Auctioneer any known defects or faults with Auction Items prior to listing such Auction Items with Auctioneer for sale.

c) In the case that a known defect or condition of any Auction Item is not disclosed by Seller to Auctioneer prior to listing, Auctioneers shall have the right, in its sole discretion, to declare such Auction Item a "No Sale" in which case Seller shall retain possession of such Auction Item and reimburse Auctioneer for any and all costs and expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning and sale preparation of such Auction Item.

d) In accordance with applicable state and federal emissions regulations, Seller shall notify Auctioneer of any alterations of OEM emission systems that have occurred on vehicle or equipment Auction Items (e.g., dpf, def, system deletes or other engine control software or hardware alterations not approved by OEM).

5) Marketable Title.

a) Seller specifically represents and warrants to Auctioneer that Seller is the sole owner of, and has good, valid and marketable title to, all of the Auction Items to be sold by Auctioneer pursuant to this Agreement, free and clear of any liens, security interests, mortgages, debts or other encumbrances or restrictions of any kind not otherwise disclosed in writing by Seller to Auctioneer on or prior to the date of this Agreement. Seller further represents and warrants that there are no outstanding judgments or liens against Seller and that there are no legal actions, claims or proceedings pending or, to the knowledge of Seller, threatened against or adversely affecting Seller whatsoever which in any way would hinder, prevent or otherwise affect Seller's or Auctioneer's right or ability to sell the Auction Items at auction sale.

b) Seller acknowledges and agrees that Auctioneer may elect to conduct UCC lien searches on any Auction Items deemed necessary by Auctioneer, in its sole discretion. Seller shall be responsible for the cost of any such lien searches payable in accordance with Section 11(c) below.

c) Seller agrees to deliver, upon Auctioneer's request, any documents, certificates, proofs of ownership or titles that may be required to effectively deliver and convey title to the Auction Items sold by Auctioneer pursuant to this Agreement.

d) In the case that there is a delay in the new purchaser receiving a free and clear title to any vehicle or trailer Auction Items sold hereunder, the net proceeds from the sale will be held by Auctioneer until a free and clear title is delivered to the purchaser; provided, that, at the election of Auctioneer, in its sole discretion, the applicable Auction Item may be withdrawn from the auction sale and remain Seller's property.

e) Seller acknowledges and agrees that, although Auctioneer guarantees free and clear title to the purchaser of each Auction Item and Auctioneer will use its commercially reasonable best efforts to obtain and convey such title in accordance with applicable law, Auctioneer shall in no way be responsible for any losses, damages, costs, expenses or fees (including, without limitation, attorneys' fees) arising out of or relating to any delay in obtaining and/or conveying free and clear title to the purchaser of any Auction Item sold hereunder.
f) Seller acknowledges and agrees that, if requested, Auctioneer may provide the name of Seller to the applicable purchaser of any vehicle Auction Item sold hereunder.
g) If Seller is a motor vehicle dealer, Seller's dealer state & dealer number are as follows: (list dealer state & dealer number): _____.
h) The obligations set forth in this Section 5 shall survive the termination or expiration of this Agreement.

6) Titles On-Site.
a) Seller agrees to deliver or cause to be delivered to Auctioneer all signed certificates of title, letters of authorization to sell vehicle Auction Items and any other related paperwork (e.g., a seller-specific bill of sale) no later than 10 days prior to the applicable auction sale.
b) In order to comply with applicable motor vehicle rules and to enable new purchasers to assume ownership with minimal problems, a letter of authorization on Seller's letterhead must accompany all certificates of title associated with Auction Items. Set forth below is a sample letter:

To Whom It May Concern:

[SELLER NAME] hereby authorizes J.J. Kane Auctioneers to sell vehicles and/or equipment owned by _____ at the auction sale conducted on Saturday, _____ in _____, ___.

Sincerely,
[SELLER NAME]
[DATE]

7) Delivery of Auction Items. Unless Seller requests for Auctioneer to arrange for the pickup and transportation of any Auction Items to the applicable auction site by a third party service provider in accordance with Section 11(b) below, Seller shall deliver or cause to be delivered the Auction Items to the auction sale site no later than ten days prior to the applicable auction sale or to such other location agreed to in writing by Auctioneer. All Auction Items shall be delivered to Auctioneer in running condition (except as noted by Seller) with adequate fuel levels and a duplicate set of keys.

8) Insurance Coverage.
a) Seller shall, at their own expense, maintain and carry in full force and effect appropriate insurance coverage on the Auction Items being sold hereunder until the day of the auction sale.
b) Auctioneer and owner of the auction sale site property will not be responsible for any damages to Auction Items resulting from acts of nature, theft, accident and/or vandalism while such Auction Items are located at the sale site.
c) Auctioneer shall be responsible for any loss or damage to Auction Items due to Auctioneer's willful or negligent acts or omissions.

9) Commission.

a) Seller agrees that Auctioneer will charge the buyer of each Auction Item sold hereunder a base buyer's fee equal to 10% of the gross sale price paid for such Auction Item, subject to increase depending on the applicable (i) sales platform (e.g., live auction or internet only), (ii) type of buyer (on-site or internet) and/or (iii) Auction Item location, which shall not exceed 15% of the gross sales price paid for the Auction Item.
b) **[Seller agrees to pay Auctioneer a Seller's commission equal to 0% of the total gross sale price for sold Auction Items.]**
c) Seller agrees that, when applicable, Auctioneer may deduct its commission from the gross proceeds of the auction sale.

10) Non-Sales.
a) In the event that a successful bidder fails to pay for an Auction Item for which such bidder is designated to be the high bidder, then the applicable Auction Item will be deemed a "Non-Sale," no commission will be charged on such Auction Item and Seller will retain ownership of such Auction Item.
b) In certain instances Auctioneer may be required to refund the would-be purchaser of an Auction Item that has been deemed a "Non-Sale." In the event Seller has already received the proceeds for such a "Non-Sale" Auction Item, Auctioneer will be entitled to relist the Auction Item on Seller's behalf. Seller agrees to assist Auctioneer in obtaining all title and registration paperwork necessary to relist the Auction Item (including duplicate title). Auctioneer will not assume ownership of the Auction Item at any time. Seller agrees that Auctioneer shall be entitled to use the proceeds of any auction sale following such a relisting to recover any amounts previously refunded to the would-be purchaser, together with administrative fees and costs as may be charged or incurred by Auctioneer.

11) Reimbursed Expenses.
c) If applicable and pre-approved by Seller, Seller agrees that Auctioneer may deduct the exact cost for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.
(1) Advertising: $_____
(2) Decommissioning & Washing: $_____
(3) Repairs: $_____
(4) Other: $_____
d) If Seller requests for Auctioneer to arrange for the pickup and transportation of Auction Items by a third party service provider, Auctioneer will invoice Seller a transportation fee equal to the cost of pickup and transportation plus 10%.
e) If Auctioneer elects to conduct UCC lien searches on any Auction Items, Auction will be entitled to deduct the cost of such lien searches from the gross proceeds of the auction sale or, if no sale occurs, invoice Seller for such cost.

12) Payment.
a) Auctioneer will charge and collect from the purchaser the purchase price for the Auction Items sold at the auction sale, together with all applicable taxes. Auctioneer will collect payment in full from the purchaser prior to the removal of any Auction Items from the auction site. Seller shall be responsible for the payment of all income taxes resulting from or payable in connection with the sale of the Auction Items hereunder.
b) Within 14 business days following the auction sale, Auctioneer shall to remit to Seller the net proceeds from the Auction Items sold at auction, less Auctioneer's applicable commission as outlined in Section 9 above and any expenses as outlined in Section 11 above, together with a written report listing all Auction Items sold by Auctioneer and proof of payment for expenses. Payment shall be made by Auctioneer via electronic transfer or by a check made payable to

Seller. Any proceeds check will be made payable to Seller and mailed to the same name and address of Seller set forth on the first page of this Agreement unless otherwise directed in writing by Seller.

13) Absolute Unreserved Auction Sales.
   a) Seller understands that Auctioneer conducts absolute unreserved public auction sales where each Auction Item is sold to the highest bidder regardless of price.
   b) Furthermore, Seller understands/agrees that it is illegal for Seller or any agent thereof to bid on and/or buy-back any Auction Items owned by Seller.
   c) If Seller or any agent of Seller attempts to bid on and/or buy back any of the Auction Items, Auctioneer will, at Auctioneer's discretion, choose one of the following actions:
      (1) Pass the Auction Item currently being offered for sale along with all other Auction Items.
      (2) Sell the Auction Item to the last "Good Faith" bidder before Seller or its agent began bidding on such Auction Item.
   d) Seller shall reimburse Auctioneer for any lost revenue, including seller's commission, buyer's fee and/or any pre-approved reimbursed expenses in the event of a "Buy Back".

14) Advertised Auction Items. At Auctioneer's discretion, in the event that Seller removes any advertised Auction Item from the auction sale, Seller agrees to pay Auctioneer a handling fee of $500.00 for each such Auction Item that is removed from the sale.

15) Breach of Contract. In the event that Seller breaches any covenant or makes any misrepresentation in this Agreement, Seller agrees to indemnify, defend and hold Auctioneer harmless from any and all costs, expenses, damages and liabilities arising out of or relating to such breach or misrepresentation, including, without limitation, attorneys' fees and other costs incurred by Auctioneer in any action or proceeding arising out of or relating to such breach or misrepresentation. The obligations set forth in this Section 15 shall survive the termination or expiration of this Agreement.

16) Indemnification. Seller hereby agrees to indemnify, defend and hold Auctioneer and its parent, subsidiaries and affiliates and each of their respective directors, officers, employees and other representatives (collectively, "Indemnified Persons") harmless from any and all costs, expenses, damages and liabilities (including, without limitation, attorneys' fees) incurred or sustained by, or imposed upon any Indemnified Person arising out of or relating to: (a) Seller's ownership and maintenance (or lack thereof) of the Auction Items, (b) the condition of the Auction Items at time of auction, (c) the applicable purchaser's use of the Auction Items and/or any property damage or bodily injury arising therefrom, (d) any title defects or delays in delivering free and clear title to the Auction Items, (e) any breach of this Agreement by Seller, (f) any violations of applicable state and federal laws, including, without limitation, state and federal emissions laws and regulations, or (g) the enforcement of this indemnity by Auctioneer. The obligations set forth in this Section 16 shall survive the termination or expiration of this Agreement.

17) Entire Agreement; Headings.
   a) This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than those contained in this Agreement. This Agreement may be modified only by a further writing that is duly executed by both parties.
   b) Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

18) Digger Derricks and Aerial Devices.

a) Section 18(b) below shall apply to digger derricks and the following vehicle-mounted aerial devices (hereinafter referred to as an "aerial device") sold as Auction Items hereunder:
   (1) Extensible boom aerial devices;
   (2) Aerial ladders;
   (3) Articulating boom aerial devices;
   (4) Vertical towers; and
   (5) A vehicle or other combination of any of the above, which vehicle may be a truck, a trailer, or an all-terrain vehicle.

b) Seller acknowledges and agrees that it shall be the sole and exclusive responsibility of Seller to provide Auctioneer with, and Seller shall provide to Auctioneer, all of the operations, maintenance and manufacturer's manual(s) (collectively, "Manuals") for each digger derrick or aerial device to be auctioned by Auctioneer hereunder and that such responsibility shall continue in perpetuity notwithstanding Auctioneer's auction of the corresponding digger derrick or aerial device for Seller. In the event Seller does not provide all Manuals for each digger derrick or aerial device to Auctioneer, Auctioneer shall, in its own discretion, refuse to auction the associated digger derrick or aerial device until such time as the Manuals have been provided by Seller to Auctioneer. Auctioneer may notify Seller of the name and location of the successful purchaser of a digger derrick or aerial device within a reasonable time following completion of the sale. Seller hereby acknowledges its responsibilities in accordance with American National Standards Institute A92.2-2009 (including, without limitation, Section 8.7 thereof) and A10-31 in full, including, without limitation, section 8.7 thereof. Seller hereby acknowledges and agrees that failure by Seller to provide all Manuals for any digger derrick or aerial device sold at public auction hereunder shall be deemed a breach of Section 15 above for which Auctioneer shall be entitled to indemnification pursuant to Section 16 above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

SELLER:

(Seller Name)

Sign: _____
Name: Daniel Dugger
Title: City Manager

ASSOCIATES:

J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers

By: _____
Name: Gregg Martini
Title: Account Manager

EXCHANGE:

J.J. Kane Exchange, LLC

By: _____
Name: Gregg Martini
Title: Account Manager

Revised: 11/04/2020

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-241- Authorizing the Mayor to sign the Florida Department of Environmental Protection (FDEP) consent order for resolution of enforcement action, OGC No. 23-1330.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-241.

Explanation of Request: Florida Department of Environmental Protection (FDEP) desires to enter into a Consent Order (CO) with the City of Boynton Beach without the City admitting or denying the department's findings for violations due to an unauthorized discharge from the collection system into the Intracoastal Waterway in July 2023 resulting in exceedances of the surface water quality standard for *Enterococci* within the impacted surface water and an updated Sewer Overflow Response Plan and Operations and Maintenance Manual was not on file.

The CO reflects the City and FDEP's mutually agreed upon resolution of the matter and the City agrees to comply with the corrective actions within the time periods set out in the CO.

How will this affect city programs or services?

The Utility sees this as an opportunity to continue its vision of improving infrastructure assessment, asset management, and repair and replacement projects to continue providing exceptional services to our customers.

Fiscal Impact: $182,008 for civil penalties. The City can offset the cash payment by implementing a Pollution Prevention (P2) project or an in-kind project for $273,012. $1,000 for costs and expenses incurred by FDEP during investigation.

Attachments:
R24-241 Agenda_Item_2093-2023_Resolution_for_FDEP_Consent_Order.docx
Exhibit A to Resolution - Revised Consent Order (002).pdf

RESOLUTION NO. R24-241

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENT ORDER FOR RESOLUTION OF ENFORCEMENT ACTION, OGC FILE NO. 23-1330; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Environmental Protection (FDEP) desires to enter into a Consent Order (CO) with the City of Boynton Beach without the City admitting or denying the department's findings for violations due to an unauthorized discharge from the collection system into the Intracoastal Waterway in July 2023 resulting in exceedances of the surface water quality standard for Enterococci within the impacted surface water, and an updated Sewer Overflow Response Plan and Operations and Maintenance Manual was not on file; and

WHEREAS, the City and FDEP desire to mutually resolve the matter and the City agrees to comply with the corrective actions within the time periods set out in the CO; 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 Mayor to sign the Florida Department of Environmental Protection Consent Order for resolution of enforcement action, OGC File No. 23-1330.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Consent Order between the State of Florida Department of Environmental Protection and the City (the “Order”), in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Order and any ancillary documents required to accomplish the purposes of the Order and this Resolution.

SECTION 4. The executed Order shall be forwarded to Dr. Poonam Kalkat, Utilities Director, to obtain execution of the Order by FDEP. Dr. Poonam Kalkat, Utilities Director, shall be responsible for ensuring that one fully executed Order is returned to the City to be provided to the Office of the City Attorney.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT ENVIRONMENTAL PROTECTION	)	IN THE OFFICE OF THE OF SOUTHEAST DISTRICT
v.	)	OGC FILE NO. 23-1330
CITY OF BOYNTON BEACH	)	

CONSENT ORDER

This Consent Order (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and City of Boynton Beach (Respondent), pursuant to Section 120.57(4), Florida Statutes (F.S.), to settle certain matters at issue between the Department and Respondent.

The Department finds, and Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes, and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Order.

2. The Respondent is a municipal corporation in the State of Florida and a person as defined in Section 403.031(5), F.S.

3. Respondent owns and operates the City of Boynton Beach Collection System (System), a system of pipes and lift stations that collect sewage in the City of Boynton Beach and delivers it to a regional wastewater treatment facility. The System does not operate under a DEP approved domestic wastewater permit; however, the following collection system ID has been generated by the Department for the System: FLSS0A486. The City of Boynton Beach Utilities offices are located in Palm Beach County at 124 E. Woolbright Road, Boynton Beach, Florida. Respondent owns the Property on which the System is located.

4. The Department finds the following violation(s) occurred:

a) For six (6) days, the System had an unauthorized discharge from the collection system, in violation of Rule 62-620.300, F.A.C., resulting in 22 million gallons of untreated wastewater being discharged into the Intracoastal Waterway, Class III marine waters of the state, which caused or contributed to a total of 9 days of exceedances of the surface water quality standard for *Enterococci* within the impacted surface water, in violation of Rules 62-604.130(1) and 62-302.530(6)(c), F.A.C., and

b) The City of Boynton Beach Utilities Sewer Overflow Response Plan and Operation and Maintenance Manual was not updated as stipulated per Rule 62-604.500(4)(b), F.A.C.

Having reached a resolution of the matter, Respondent and the Department mutually agree, and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the time periods set out herein:

(a) Within **120 days** of the effective date of this Order, Respondent shall submit to the Department a plan and schedule that outlines measures to be taken by the Respondent to reduce the number of SSOs from the System. The plan shall include but not be limited to methods by which Respondent can detect unauthorized discharges more rapidly. The plan and schedule shall adhere to the following:

i. The completion date of the plan and schedule, including obtaining any necessary Department permit(s) or permit modification(s), shall be no later than three years from the effective date of this Order.

ii. If the Department has any comments on the plan and/or schedule, it will provide such comments in writing no later than 45 days from the Department's receipt of the plan. Respondent shall

modify the plan to address Department comments and shall submit the modified plan within 60 days of receipt of Department comments.

(b) Within **120** days of the effective date of this Consent Order, Respondent shall submit a plan and schedule (hereinafter, Lift Station Plan) to the Department for comment and approval to bring all of the System's lift stations into compliance with the standards specified in the "Recommended Standards for Wastewater Facilities," the current version of which is referenced in Rule 62-604.300(2)(g), F.A.C. The Lift Station Plan shall specifically describe how emergency pumping capability is provided for all pump stations, including during long-duration wide-spread power outages.

(c) Within **270 days** of the effective date of this Consent Order, Respondent shall develop a documented Capacity, Management, Operation, and Maintenance (CMOM) and Asset Management program in accordance with US EPA document 305-B-05-002 dated January 2005 ("Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems").

(d) Within **365 days** following Department acceptance of the documented Asset Management and CMOM program described in 5.(c)., Respondent shall fully implement for the entire System a documented Asset Management and Capacity, Management, Operation, and Maintenance (CMOM) program in accordance with US EPA document 305-B-05-002 dated January 2005 ("Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems"). The CMOM shall address all pipes and conflict boxes located in tidally influenced areas, subject to corrosion and bedding/movement issues leading to pipe failure and be earlier than previously projected.

(e) Within **120 days** of the effective date of this Consent Order, Respondent shall submit to the Department a plan and schedule for conducting an

inventory of and mapping conflict structures located throughout the System. The final completion date for the inventory and mapping shall be no later than two (2) years after the effective date of this Consent Order.

(f) Every **six (6) months** after the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the 12-month period that will follow the report. It shall also document reasonable further progress in implementing the CMOM in accordance with sub-Paragraphs 5(c) and 5(d) of the Order. Respondent shall submit the reports to the Department within 30 days of the end of each six-month period ending July 31 and January 31 of each year. Respondent's first report shall be due February, 2025.

6. Respondent's completion of all corrective actions required in Paragraph 5(a)-(f) of this Order within the respective deadlines specified thereunder shall constitute full compliance with Chapter 62-604, F.A.C.

7. Within **30 days** of the effective date of this Order, Respondent shall pay the Department **$183,008.00** in settlement of the regulatory matters addressed in this Order. This amount includes **$182,008.00** for civil penalties and $1,000.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty, in this case, includes two violations that each warrant a penalty of $2,000.00 or more.

8. Respondent agrees to pay the Department stipulated penalties in the amount of $1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of Paragraphs 5 and 6 of this Order. Additionally, Respondent shall pay the Department stipulated penalties for any discharges from the

collection/transmission system. Respondent agrees to pay stipulated penalties as follows:

Amount/day/discharge	Discharge Volume
$1,000.00	up to 5,000 gallons
$2,000.00	5,001 to 10,000 gallons
$5,000.00	10,001 to 25,000 gallons
$10,000.00	25,001 to 100,000 gallons
$15,000.00	in excess of 100,000 gallons

9. The Department may demand stipulated penalties at any time after violations occur during the effective period of this Order. Respondent shall pay stipulated penalties owed within 60 days of the Department's issuance of a written demand for payment and shall do so as further described in Paragraph 10 below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in Paragraph 7 of this Order.

10. Respondent shall make all payments required by this Order by cashier's check, money order, or online payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number (23-1330) assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/. Please note it may take a number of days after this order is final, effective, and filed with the Clerk of the Department before the ability to make online payment is available.

11. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Denise Watts, Environmental Specialist II, Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1 West Palm Beach, FL 33406 or electronically to: Denise.Watts@FloridaDEP.gov. All submittals shall include the notation "OGC No. 23-1330" in the subject line.

12. **In-Kind Project Option for Civil Penalties:** In lieu of making cash payment of $182,008.00 in civil and stipulated penalties as set forth in Paragraph 7 above, Respondent may elect to offset this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration, or a capital/system improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty offset amount, which, in this case, is the equivalent of at least **$273,012.00**. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election within 15 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining $1,000.00 in costs must be paid within 30 days of the effective date of this Consent Order. If Respondent elects to implement an in-kind project, Respondent shall comply with all the requirements and time frames in Exhibit A, entitled In-Kind Projects.

13. **Pollution Prevention Project Option for Civil or Stipulated Penalties:** In lieu of making a cash payment of $182,008.00 in civil penalties as set forth in Paragraph 7, Respondent may elect to off-set the amount by implementing a Pollution Prevention (P2) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment by conserving resource (including water, raw materials, chemicals, and energy) use or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law in order to be eligible for civil penalty offset under this Order. If Respondent chooses to implement a P2 Project, Respondent shall notify the Department of its election within 15 days of the effective date of this Order (for the civil penalties of $182,008.00) or within 15 days of notification by the Department that stipulated penalties are being assessed under Paragraph 8. Within 30 days of the effective date of this Order, Respondent must pay $1,000.00 for costs and

expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

i. If Respondent elects to implement a P2 Project as provided in this Paragraph, Respondent shall submit a completed P2 Project Plan (Plan) within 60 days of the effective date of this Order. The Plan must be completed using Exhibit B, "P2 Project Plan" template.

ii. In the event the Department requires additional information to process the Plan described in this Paragraph, Respondent shall provide a modified Plan containing the information requested by the Department within 15 days of the date of the request.

iii. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

14. Respondent shall allow all authorized representatives of the Department access to the System and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

15. In the event of a sale or conveyance of the System or of the Property upon which the System is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the System or Property, (i) notify the Department of such sale or conveyance, (ii) provide the name and address of the purchaser, operator, or person(s) in control of the System, and (iii) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the System. The sale or conveyance of the System or the Property does not relieve Respondent of the obligations imposed in this Order.

16. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable

likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days, notify the Department in writing of (i) the anticipated length and cause of the delay, (ii) the measures taken or to be taken to prevent or minimize the delay, and (iii) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

17. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

18. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

19. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

20. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to $15,000.00 per day per violation, and/or criminal penalties.

21. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

22. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

23. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

24. Respondent shall publish the following notice in a newspaper of daily circulation in Palm Beach County, Florida. The notice shall be published one time only within **30 days** of the effective date of the Order. Respondent shall provide the Department a certified copy of the published notice within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with CITY OF BOYNTON BEACH pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the Sanitary Sewer Overflow described in State Watch Office # 2023-5384 at impacting the Intracoastal Waterway near East Ocean Boulevard in Boynton Beach. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, 3301 Gun Club Road, MSC 7210-1 West Palm Beach, FL 33406

Persons who are not parties to this Consent Order but whose substantial interests are affected by it have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, filing a petition concerning this Consent Order means that the Department's final action may differ from the position it has taken in the Consent Order.

The petition for an administrative hearing must contain all of the following information:

a) The name and address of each agency affected and each agency's file or identification number (Consent Order 23-1330);

b) The name, address, e-mail address, facsimile number, and telephone number of the petitioner if the petitioner is not represented by an attorney or a qualified representative;

c) The name, address, and telephone number of the petitioner's representative (if any), which shall be the address for service purposes during the course of the proceeding;

d) An explanation of how the petitioner's substantial interests will be affected by the agency determination;

e) A statement of when and how the petitioner received notice of the agency decision;

f) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

g) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

h) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

i) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the Southeast District Office at 3301 Gun Club Road, MSC 7210-1 West Palm Beach, FL 33046. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order

may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such a person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

25. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals.

26. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

27. The rules referenced in this Consent Order may be examined at any Department Office or may be obtained by written request to the District Office referenced in Paragraph 11 above. The rules referenced in this Consent Order are also available at: https://floridadep.gov/ogc/ogc/content/rules.

FOR THE RESPONDENT: CITY OF BOYNTON BEACH

The undersigned certifies that as the Mayor of the City of Boynton Beach, he is authorized and empowered to negotiate, enter into and execute, in the name and on behalf of the Respondent, CITY OF BOYNTON BEACH, this Consent Order, entered into between Respondent and the State of Florida Department of Environmental Protection.

_____ _____

Ty Penserga, Date
Mayor, City of Boynton Beach

DONE AND ORDERED this # day of Month, Year, in County, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

_____
Sirena Davila District
Director Southeast District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

_____ _____
Clerk Date

Copies furnished to:

- Kathryn Rossmell, Esq., Counsel for Respondent (krossmell@llw-law.com)
- FDEP Agency Clerk – Lea Crandall
- Kelley F. Corbari, FDEP Sr. Asst. General Counsel Kelley.Corbari@FloridaDEP.gov

EXHIBIT A

IN-KIND PROJECTS

Introduction

Proposal

a. Within **60 days** of the effective date of this Consent Order, or of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

b. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit all requested additional information, clarification, and modifications within **15 days** of receipts of written notice.

c. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit a new proposal within **30 days** of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the penalties as set forth in paragraph 7 above, within **30 days** of Department notice.

d. Within **120 days** of the effective date of this Consent Order, or of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within **120 days** of the effective date of this Consent Order or of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, then Respondent shall make cash payment of the stipulated penalties

as set forth in paragraph 7 above, within **30 days** of Department notice.

e. Within **180 days** of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Respondent shall complete the entire in-kind project.

f. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

g. In the event Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within **30 days** of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the cash payment of assessed penalty, no additional penalties shall be assessed for failure to complete the requirement of this paragraph.

h. Within **15 days** of completing the in-kind project, Respondent shall notify the Department of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

i. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit a new notification of completion within **15 days** of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the

approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of the assessed penalty shall be due from the Respondent to the Department within **30 days** of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the cash payment of the assessed penalty, no additional penalties shall be assessed for failure to complete the requirements of this paragraph.

EXHIBIT B
P2 PROJECTS

P2 Project Plan (Plan)
(Note: Provide the information specified and delete existing text within parentheses)
(Facility Name)
(Address)
(Telephone)
(Preparer Name/Title)

A. **Project Description**: (Summarize P2 Projects selected. Describe the processes or operations to be modified, and the specific changes to be made. Include details such as the specific equipment to be installed, materials to be substituted, and the actual changes to be made to processes or operations. Include manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits**: (Explain why and how each Project proposed constitutes P2.

Specify how each material, chemical, water and energy is saved, and from which processes or operations. Specify how each solid and hazardous waste, industrial wastewater and air emissions are generated, the waste type, and from which processes or operations. **Describe generally in paragraph format.**

Estimate the *annual* savings in *resources* - raw materials, chemicals, water, and energy at the process or operation front end. Estimate the *annual* reductions in *wastes* - solid and hazardous waste, wastewater, and air emission reductions at the process or operation back end.

Figures quoted should represent weights or volumes annually, and should be equalized for production rate changes. Associated cost savings should be included. **Describe specifically using the tables provided.**

Complete the first table for each per Project individually. Add or average corresponding figures from each Project table to complete the Plan table, *for multiple Projects*.)

(Project Name)							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-**specify**)			Purchasing Cost ($)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							

Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-**specify**)			Disposal Cost ($)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

Summary of All P2 Projects							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-**specify**)			Purchasing Cost ($)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-**specify**)			Disposal Cost ($)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

C. **Project Cost**: (Include per Project the itemized, subtotal and Project total costs. A projected payback period in months or years needs to be included.

Provide a grand total cost for all Projects and an averaged projected payback period, *for multiple*

Projects. **Use list or table format for all**.)

D. **Implementation Schedule:** (Provide a brief discussion of the steps necessary to implement the Projects and expected time frames for completion. A table or list format is preferred. The schedule shall include a list of milestones with dates, or timeframes based on Plan approval date, including Progress and Final Report submittals. Provide a description of any anticipated problems and options. *The implementation should take no longer than six months to complete.*)

E. **Project Reporting:**

1. Within 90 days of approval of the Project Plan, the Respondent shall submit a P2 Project Progress Report to the Department that describes the Respondent's progress in implementing the P2 Project and meeting the requirements in the Plan, and includes a list of equipment ordered, purchased, and/or installed.

2. Within 180 days of approval of the Plan, the Respondent shall submit to the Department a P2 Project Final Report that includes the following.

a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied.

b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.

3. The Department shall review the Final Report and determine:

a. Whether the project was properly implemented; and

b. Which expenses apply toward pollution prevention credits.

4. A $1.00 pollution prevention credit for each $1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.

a. The following costs are allowable to offset the allowable amount of the civil penalty:

i. Preparation of the P2 Project;
ii. Design of the P2 Project;
iii. Installation of equipment for the P2 Project;
iv. Construction of the P2 Project;
v. Testing of the P2 Project;
vi. Training of staff concerning the implementation of the P2 Project; and
vii. Capital equipment needed for the P2 Project.

b. The following costs shall not apply toward P2 credit:
i. Costs incurred in conducting a waste audit;
ii. Maintenance and operation costs involved in implementing the P2 Project;
iii. Monitoring and reporting costs;

iv. Salaries of employees who perform their job duties;

v. Costs expended to bring the facility into compliance with current law, rules and regulations;

vi. Costs associated with a P2 Project that is not implemented;

vii. Costs associated with a P2 Project that has not been approved by the Department; and

viii. Legal costs.

c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.

5. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.

EXHIBIT C
P2 PROJECTS

P2 Project Progress/Final Report (Report)
(Note: Provide the information specified and delete existing text within parentheses)
(Facility Name)
(Address)
(Telephone)
(Preparer Name/Title)

A. **Project Description**: (*Confirm that the Project(s) were implemented as originally described in the P2 Project Summary/Plan, or explain and justify any changes made.* Summarize any changes made from the original description by revising details for equipment installed, materials substituted, and the actual changes made to processes or operations. Include any changed manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits**: (*Confirm that the natures and types of resources, and wastes predicted to be affected in the original Summary/Plan, are unchanged. Describe and explain any notable changes in resources saved up front, or wastes reduced at back of affected processes, or operations.* Specify the types and nature of each change. Update the original table, as applicable.)

Insert the original table(s) from this Section of the Summary or Plan. Update information for any changed resource or wastes. *Correct numbers presented in the table(s) for any parameters actually monitored – only if results monitoring was included as part of implementation in the original Summary or Plan.*)

C. **Project Cost**: (Include per Project the *actual* itemized, subtotal and project total costs realized for each element and component of the project – *including any changed items or costs*. The projected payback period in months or years needs to be confirmed or corrected.

Provide a grand total cost for all Projects and an averaged projected payback period, *for multiple Projects.* **Use list or table format for all.**)

D. **Project Reporting:**
(***Indicate both the dates the Project was started and completed.*** Confirm that the information presented in Sections A-C of the Plan is unchanged, or that sections have been changed appropriately. Provide a statement that the Project(s) was/were implemented successfully, and explanation of potential problems and corrections applied. Attach expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Projects.)

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-242- 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. R24-242.

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 Community Standards 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.

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:
R24-242 Agenda_Item_2173-2023_Resolution_for_Nuisance_Abatement_Lien.docx
Exhibit A to Resolution - for PEAK 10.15.2024 (2).pdf

RESOLUTION NO. R24-242

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 PROVIDING AN EFFECTIVE DATE.

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 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 is 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, AS FOLLOWS:

SECTION 1: Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

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 the year 2024 and shall be enforced and collected in like manner pursuant to applicable provisions of law. 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 become effective as provided by law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

(Corporate Seal)

EXHIBIT A

First Name	Last Name	Company Name	Mailing Address	PCN	Nuisance Abatement Property Address	Case#	Invoice	Invoiced Amount	Amount Owed + $30
		GETA REAL ESTATE LLC	608 WEST ST TACOMA WA 98404 - 1893	08-43-45-28-22-008-0450	301 SW 9TH AVE	24-1472	92001	$1,488.09	$1,518.09
		GETA REAL ESTATE LLC	608 WEST ST TACOMA WA 98404 - 1893	08-43-45-28-22-008-0450	301 SW 9TH AVE	24-2303	94581	$613.09	$643.09
DIANE	COPELAND		13233 S MILITARY TRAIL DELRAY BEACH, FL 33484-1109	08-43-45-28-12-020-0110	902 S SEACREST BLVD	24-2304	94579	$488.09	$518.09
DOUGLAS	FEELEY		331 NE 24TH AVE BOYNTON BEACH, FL 33435	08-43-45-15-07-007-0040	331 NE 24TH AVE	24-2187		$513.09	$543.09

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-243- Approve the award of City of Boynton Beach Main Roadway Sidewalk Pressure Cleaning Project to ET Pressure Cleaning by waiving the procurement policy to promote local businesses in the amount of $70,224 plus a 10% contingency amount of $7,022.40 for a total estimated amount of $77,246.40.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-243.

Explanation of Request: At the direction of the Commission, staff solicited local pressure cleaning vendors to obtain quotes for City of Boynton Beach Main Roadway Sidewalk Pressure Cleaning Project with the goal to provide business to local vendors.

The quotes included work to be performed in the following areas:

- Congress Ave
- Seacrest Blvd
- Federal Highway
- Lawrence Road (From Hypoluxo South to Gateway)
- Gateway Blvd
- Boynton Beach Blvd
- Woolbright Road

The final tabulation of quotes are as follows:

1. ET Pressure Cleaning - $70,224 in 57 days
2. A to Z Pressure Cleaning - $91,290 in 31 days
3. AAC Pressure Cleaning - $98,356 in 30 days
4. Justin Cox - $111,664 in 68 days
5. Majic Touch - $115,250.00 in 122 days

Procurement policy states that any solicitation over $50,000 requires a formal bid. The Commission may waive this if it is determined to be in the best interest of the City. If the Commission decides to follow procurement policy and solicit a formal bid, there is no guarantee that a local vendor will be selected.

How will this affect city programs or services? This will provide business to local vendors and improve the appearance of major roadways within the City.

Attachments:

R24-243 Agenda_Item_2208-2023_Resolution_for_ET_Pressure_Cleaning.docx
Exhibit A to Resolution - Quotes.pdf

RESOLUTION NO. R24-243

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE OF PRESSURE WASHING SERVICES FROM ET PRESSURE CLEANING LLC FOR THE MAIN ROADWAY SIDEWALK PRESSURE CLEANING PROJECT BY WAIVING THE PROCUREMENT POLICY FOR AN AMOUNT OF $77,246.40; AND FOR ALL OTHER PURPOSES.

WHEREAS, at the direction of the Commission, staff solicited local pressure cleaning vendors to obtain quotes for City of Boynton Beach Main Roadway Sidewalk Pressure Cleaning Project with the goal to provide business to local vendors; and

WHEREAS, the quotes included work to be performed in the following areas:

- Congress Ave
- Seacrest Blvd
- Federal Highway
- Lawrence Road (From Hypoluxo South to Gateway)
- Gateway Blvd
- Boynton Beach Blvd
- Woolbright Road; and

WHEREAS, the final tabulation of quotes are as follows:

1. ET Pressure Cleaning - $70,224 in 57 days
2. A to Z Pressure Cleaning - $91,290 in 31 days
3. AAC Pressure Cleaning - $98,356 in 30 days
4. Justin Cox - $111,664 in 68 days
5. Majic Touch - $115,250.00 in 122 days; and

WHEREAS, the Procurement policy states that any solicitation over $50,000 requires a formal bid. The Commission may waive this if it is determined to be in the best interest of the City. If the Commission decides to follow procurement policy and solicit a formal bid, there is no guarantee that a local vendor will be selected; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the purchase of pressure washing

services from ET Pressure Cleaning LLC for the Main Roadway Sidewalk Pressure Cleaning Project by waiving the procurement policy for an amount of $77,246.40.

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 pressure washing services from ET Pressure Cleaning LLC for the Main Roadway Sidewalk Pressure Cleaning Project by waiving the procurement policy for an amount of $77,246.40, as further detailed in "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager or designee to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PRESSURE WASHERS NEEDED

LOCAL BOYNTON BEACH VENDORS ONLY

Prequalification Requirements:

Equipment Needed:
Minimum 4000 psi pressure washer
Minimum 300-gallon portable water tank

Certificate of Insurance Requirements:

General Aggregate	$ 1,000,000.00
Products-Comp/Op Agg.	$ 1,000,000.00
Personal & Adv. Injury	$ 1,000,000.00
Each Occurrence	$ 1,000,000.00
Fire Damage (any one fire)	$ 50,000.00
Med. Expense (any one person)	$ 5,000.00

Description of Operation: The City of Boynton Beach, its officers, employees, and agents are included as additional insured where required by written contract.

Certificate Holder: Must have the City listed as additional insured.

City of Boynton Beach
P.O. Box 310, Boynton Beach, FL 33425-0310
City of Boynton Beach
100 E. Ocean Ave.,Boynton Beach FL 33435

W-9 Tax Form

Prequalifying Meeting:
August 28th, 2024, 3:00 PM
City Hall
100 E Ocean Avenue
Room 115

Contact Info
Stephen Hewett
(561) 742-6251

City of Boynton Beach Main Roadway Sidewalk Pressure Cleaning Project:

Contractors are to use the attached Take Off Sheet for pricing.

Contractors are required to provide all tools, equipment, manpower, and supplies (including water) to complete this work.

Contractors are responsible for establishing a MOT and safety while performing this work.

Contractors are to price each segment individually.

Contractor may be selected for any one segment or multiple segments.

Contractor is to submit an individual schedule for each segment.

City of Boynton Beach Main Roadway Sidewalk Pressure Cleaning Project:

Contractors are to use the attached Take Off Sheet for pricing.

Contractors are required to provide all tools, equipment, manpower, and supplies (including water) to complete this work.

Contractors are responsible for establishing a MOT and safety while performing this work.

Contractors are to price each segment individually.

Contractor may be selected for any one segment or multiple segments.

Contractor is to submit an individual schedule for each segment.

North and South Roads: Total Square feet of sidewalks on N/S Roads : 924,528 Square Feet

Congress Ave 6.09 miles – 32,155 Linear Feet – 160,776 Square Feet (5' sidewalks), both sides of road => **321,552 Square Feet of sidewalks** $_____

Days to complete:_____

Justin Cox:----------$22,508.00—14 days
AAC Pressure Clng----------$22,560.00—8 days
A to Z Pressure Clng--------$20,900.00—7 days
ET Pressure Clng---------- $16,077.60—13 days
Majic Touch ----------$25,900.00—21 days

Seacrest Blvd 5.24 Miles – 27,667 Linear Feet – 138,336 Square Feet (5' sidewalks), both sides of road => **276,672 Square Feet of sidewalks** $_____

Days to complete:_____

Justin Cox:----------$22,000.00—12 days
AAC Pressure Clng----------$19,360.00—5 days
A to Z Pressure Clng--------$17,984.00—6 days
ET Pressure Clng---------- -$13,833.60—11 days
Majic Touch ----------$23,550.00—21 days

Federal Hwy. 4.42 Miles – 23,337 Linear Feet – 116,688 Square Feet (5' sidewalks), both sides of road => **233,376 Square Feet of sidewalks** $_____

Days to Complete:_____

Justin Cox:----------$18,366.00—10 days
AAC Pressure Clng----------$16,336.00—4 days
A to Z Pressure Clng--------$15,169.00—5 days
ET Pressure Clng---------- $11,668.80 – 9 days
Majic Touch ----------$19,000.00 –14 days

Lawrence Rd (From Hypoluxo South to Gateway) 1.76 Miles – 9,292 Linear Feet – 46,464 Square Feet (5' sidewalks), both sides of road => **92,928 Square Feet of sidewalks**

- $_____

Days to complete:_____

Justin Cox:----------$7,000.00—4 days
AAC Pressure Clng----------$6,504.00—2 days
A to Z Pressure Clng--------$6,040.00—2 days
ET Pressure Clng---------- $4,646.40 – 4 days
Majic Touch ----------$7,650.00 – 10days

East and West Roads: Total Square feet of sidewalks on E/W Roads : 479,952 Square Feet

Gateway Blvd 3.72 Miles – 19,461 Linear Feet – 98,208 Square Feet (5' sidewalks), both sides of road => **196,416 Square Feet of sidewalks** $_____

Days to complete:_____

Justin Cox:----------$18,000.00—10 days
AAC Pressure Clng----------$13,749.00—5 days
A to Z Pressure Clng--------$12,767.00—5 days
ET Pressure Clng---------- $9,820.80 – 8 days
Majic Touch ----------$16,200.00 – 18 days

Boynton Beach Blvd 2.72 Miles – 14,361 Linear Feet – 71,808 Square Feet (5' sidewalks), both sides of road => **143,616 Square Feet of sidewalks** $_____

Days to complete:_____

Justin Cox:----------$12,000.00—10 days
AAC Pressure Clng----------$10,053.00—4 days
A to Z Pressure Clng--------$9,335.00—3 days
ET Pressure Clng---------- $7,180.80 – 6 days
Majic Touch ----------$11,650.00 – 14 days

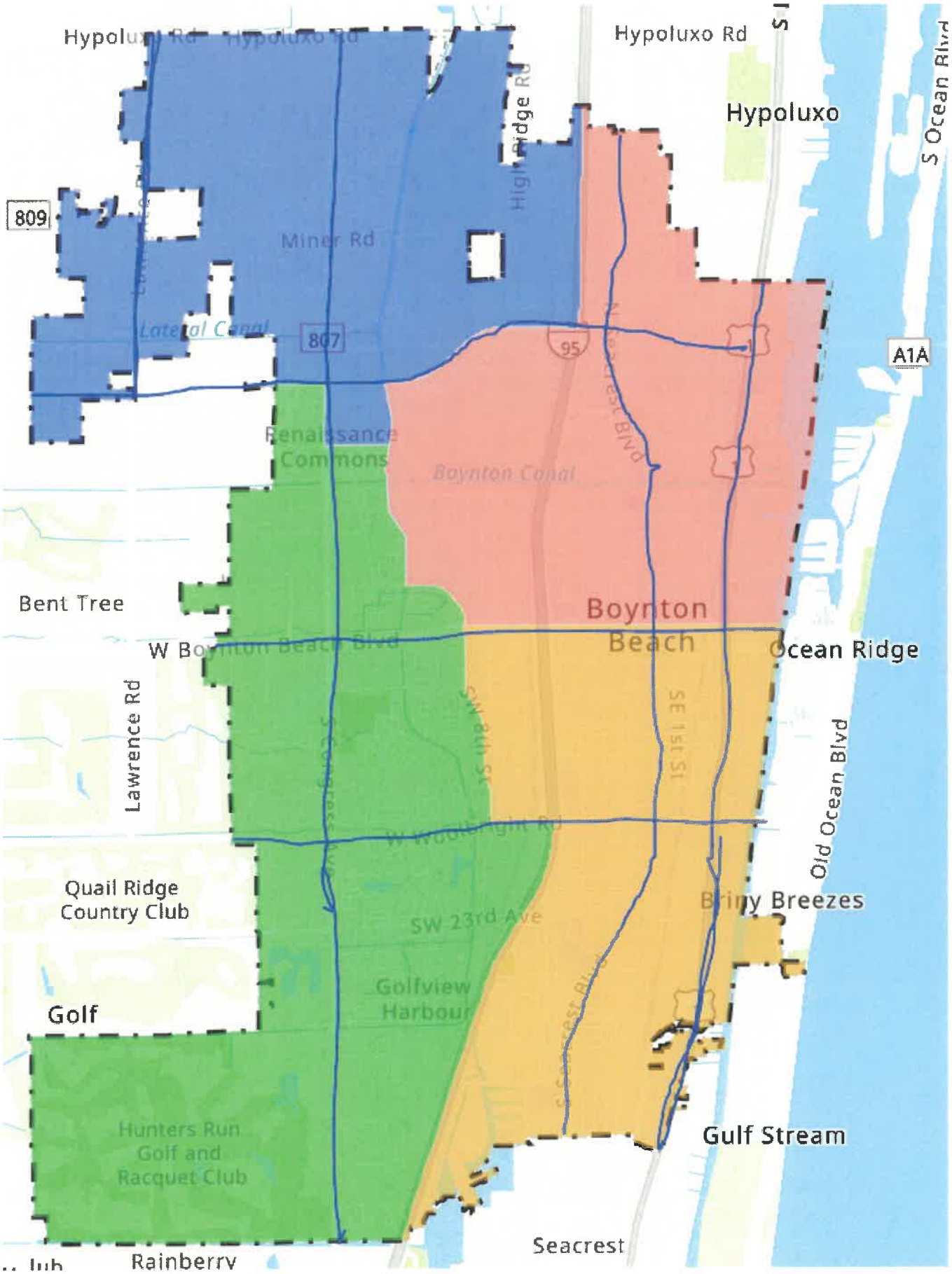
Woolbright Road 2.65 Miles – 13,992 Linear Feet – 69,960 Square Feet (5' sidewalks), both sides of road => **139,920 Square Feet of sidewalks** **$**_____

Days to complete:_____

Justin Cox:----------$11,790.00—8 days
AAC Pressure Clng----------$9,794.00—2 days
A to Z Pressure Clng--------$9,095.00—3 days
ET Pressure Clng---------- $6,996.00 – 6 days
Majic Touch ----------$11,300.00 – 14 days

Tabuation:
Justin Cox----------68 days-----$111,664.00
AAC Pressure Clng----------30 days-------$98,356.00
A to Z Pressure Clng----------31 days-------$91,290.00
ET Pressure Clng.----------57 days-------$70,224.00
Majic Touch----------122 days-----$115,250.00

Takeoffs were done per the blue lines (including areas outside of current city limits)


Hypoluxo Rd
Hypoluxo Rd
Hypoluxo
S Ocean Blvd
809
Miner Rd
Lateral Canal
807
95
A1A
Renaissance Commons
Boynton Canal
Bent Tree
Boynton Beach
Ocean Ridge
W Boynton Beach Blvd
Lawrence Rd
Old Ocean Blvd
Quail Ridge Country Club
SW 23rd Ave
Golfview Harbour
Golf
Hunters Run Golf and Racquet Club
Gulf Stream
Seacrest
Rainberry

JOSHUA COX

North and South Roads: Total Square feet of sidewalks on N/S Roads : 924,528 Square Feet

Congress Ave 6.09 miles – 32,155 Linear Feet – 160,776 Square Feet (5' sidewalks), both sides of road => 321,552 Square Feet of sidewalks $ 22,508.00

Days to complete: 14 days

Seacrest Blvd 5.24 Miles – 27,667 Linear Feet – 138,336 Square Feet (5' sidewalks), both sides of road => 276,672 Square Feet of sidewalks $ 22,000.00

Days to complete: 12 days

Federal Hwy. 4.42 Miles – 23,337 Linear Feet – 116,688 Square Feet (5' sidewalks), both sides of road => 233,376 Square Feet of sidewalks $ 18,336.00

Days to complete: 10 days

Lawrence Rd (From Hypoluxo South to Gateway) 1.76 Miles – 9,292 Linear Feet – 46,464 Square Feet (5' sidewalks), both sides of road => 92,928 Square Feet of sidewalks $ 7,000.00

Days to complete: 4 days

East and West Roads: Total Square feet of sidewalks on E/W Roads : 479,952 Square Feet

Gateway Blvd 3.72 Miles – 19,461 Linear Feet – 98,208 Square Feet (5' sidewalks), both sides of road => 196,416 Square Feet of sidewalks $ 18,000.00

Days to complete: 10 days

Boynton Beach Blvd 2.72 Miles – 14,361 Linear Feet – 71,808 Square Feet (5' sidewalks), both sides of road => 143,616 Square Feet of sidewalks $ 12,000.00

Days to complete: 10 days

Woolbright Road 2.65 Miles – 13,992 Linear Feet – 69,960 Square Feet (5' sidewalks), both sides of road => 139,920 Square Feet of sidewalks $ 11,790.00

Days to complete: 8 days

Takeoffs were done per the blue lines (including areas outside of current city limits)

AAC PRESSURE CLEANING AND SOFT WASH, LLC.
8326 Bermuda Sound Way
Boynton Beach, FL. 33436
561-704-9570 Joseph Ogg

North and South Roads: Total Square feet of sidewalks on N/S Roads : 924,528 Square Feet

Congress Ave 6.09 miles – 32,155 Linear Feet – 160,776 Square Feet (5' sidewalks), both sides of road => 321,552 Square Feet of sidewalks $ 22,560.00
Days to complete: 8

Seacrest Blvd 5.24 Miles – 27,667 Linear Feet – 138,336 Square Feet (5' sidewalks), both sides of road => 276,672 Square Feet of sidewalks $ 19,360.00
Days to complete: 5

Federal Hwy. 4.42 Miles – 23,337 Linear Feet – 116,688 Square Feet (5' sidewalks), both sides of road => 233,376 Square Feet of sidewalks $ 16,336.00
Days to complete: 4

Lawrence Rd (From Hypoluxo South to Gateway) 1.76 Miles – 9,292 Linear Feet – 46,464 Square Feet (5' sidewalks), both sides of road => 92,928 Square Feet of sidewalks
$ 6,504.00
Days to complete: 2

East and West Roads: Total Square feet of sidewalks on E/W Roads : 479,952 Square Feet

Gateway Blvd 3.72 Miles – 19,461 Linear Feet – 98,208 Square Feet (5' sidewalks), both sides of road => 196,416 Square Feet of sidewalks $ 13,749.00
Days to complete: 5

Boynton Beach Blvd 2.72 Miles – 14,361 Linear Feet – 71,808 Square Feet (5' sidewalks), both sides of road => 143,616 Square Feet of sidewalks $ 10,053.00
Days to complete: 4

Woolbright Road 2.65 Miles – 13,992 Linear Feet – 69,960 Square Feet (5' sidewalks), both sides of road => 139,920 Square Feet of sidewalks $ 9,794.00
Days to complete: 2

Takeoffs were done per the blue lines (including areas outside of current city limits)

Ramsey, Kevin

FROM: A-TO-Z PRESSURE CLEANING <MESSENGER@MESSAGING.SQUAREUP.COM>
SENT: FRIDAY, SEPTEMBER 06, 2024 10:07 AM
TO: RAMSEY, KEVIN
SUBJECT: YOU RECEIVED A NEW ESTIMATE! (#1306)

This Message Is From an External Sender
This message came from outside your organization.

A-to-Z Pressure Cleaning

New Estimate

$91,290.00

Estimate expires on October 4, 2024

View Estimate

Estimate #1306 sent
September 6, 2024

Customer
Kevin Ramsey
City of Boynton Beach
RamseyK@bbfl.us
(561) 929-0558
100 East Ocean Ave
Boynton Beach, FL 33435

Message

Thank you for choosing A-to-Z Pressure Cleaning. Please review the estimate below.

Pricing for individual line items if project is to be broken up.

If you are ready to proceed, you may accept the estimate electronically and someone will contact you for scheduling. Please contact us directly with any questions or work adjustments you may have.

A current Certificate of Insurance is attached to this estimate (see link below).

We are licensed and insured, always come prepared and arrive on time.

We look forward to serving you :)

Phone: 561-373-2979
1440 Via de Pepi
Boynton Beach, FL 33426
Email: atozpressurecleaningllc@gmail.com

"The bitterness of poor quality remains long after the sweetness of low price is forgotten." - Benjamin Franklin

Pressure Cleaning One (1) per month *Congress Ave* *7 days*	**$20,900.00**
Pressure Cleaning One (1) per month *Seacrest Ave* *6 days*	**$17,984.00**
Pressure Cleaning One (1) per month *Federal Hwy.* *5 days*	**$15,169.00**

Pressure Cleaning One (1) per month *Lawrence Rd from Hypoluxo to Gateway* *2 days*	**$6,040.00**
Pressure Cleaning One (1) per month *Gateway Blvd* *4 days*	**$12,767.00**
Pressure Cleaning One (1) per month *Boynton Beach Blvd* *3 days*	**$9,335.00**
Pressure Cleaning One (1) per month *Woolbright Rd* *3 days*	**$9,095.00**
Subtotal	$91,290.00
Total	**$91,290.00**

A-to-Z Pressure Cleaning
atozpressurecleaningllc@gmail.com
(561) 373-2979

Please contact A-to-Z Pressure Cleaning about its privacy practices.

Ramsey, Kevin

FROM: A-TO-Z PRESSURE CLEANING <MESSENGER@MESSAGING.SQUAREUP.COM>
SENT: FRIDAY, SEPTEMBER 06, 2024 10:07 AM
TO: RAMSEY, KEVIN
SUBJECT: YOU RECEIVED A NEW ESTIMATE! (#1305)

This Message Is From an External Sender
This message came from outside your organization.

A-to-Z Pressure Cleaning

New Estimate

$75,023.52

Estimate expires on October 4, 2024

View Estimate

Estimate #1305 sent
September 6, 2024

Customer
Kevin Ramsey
City of Boynton Beach
RamseyK@bbfl.us
(561) 929-0558
100 East Ocean Ave
Boynton Beach, FL 33435

Message

Thank you for choosing A-to-Z Pressure Cleaning. Please review the estimate below.

Pricing on this estimate is if the project is awarded in 2 parts. North and south and east and west.

If you are ready to proceed, you may accept the estimate electronically and someone will contact you for scheduling. Please contact us directly with any questions or work adjustments you may have.

A current Certificate of Insurance is attached to this estimate (see link below).

We are licensed and insured, always come prepared and arrive on time.

We look forward to serving you :)

Phone: 561-373-2979
1440 Via de Pepi
Boynton Beach, FL 33426
Email: atozpressurecleaningllc@gmail.com

"The bitterness of poor quality remains long after the sweetness of low price is forgotten." - Benjamin Franklin

Pressure cleaning/flatwork ($0.05/Sq Ft) x 924528 Sq Ft *North and south roads* *18days*	**$46,226.40**
Pressure cleaning/flatwork ($0.06/Sq Ft) x 479952 Sq Ft *Price if only awarded east and west* *10 days*	**$28,797.12**
Subtotal	$75,023.52

Total	**$75,023.52**

A-to-Z Pressure Cleaning
atozpressurecleaningllc@gmail.com
(561) 373-2979

Please contact A-to-Z Pressure Cleaning about its privacy practices.

Ramsey, Kevin

FROM: A-TO-Z PRESSURE CLEANING <MESSENGER@MESSAGING.SQUAREUP.COM>
SENT: FRIDAY, SEPTEMBER 06, 2024 10:07 AM
TO: RAMSEY, KEVIN
SUBJECT: YOU RECEIVED A NEW ESTIMATE! (#1304)

This Message Is From an External Sender
This message came from outside your organization.

A-to-Z Pressure Cleaning

New Estimate

$70,224.00

Estimate expires on October 4, 2024

View Estimate

Estimate #1304 sent
September 6, 2024

Customer
Kevin Ramsey
City of Boynton Beach
RamseyK@bbfl.us
(561) 929-0558
100 East Ocean Ave
Boynton Beach, FL 33435

Message

Thank you for choosing A-to-Z Pressure Cleaning. Please review the estimate below.

The pricing for this estimate is if awarded the project in its entirety.

If you are ready to proceed, you may accept the estimate electronically and someone will contact you for scheduling. Please contact us directly with any questions or work adjustments you may have.

A current Certificate of Insurance is attached to this estimate (see link below).

We are licensed and insured, always come prepared and arrive on time.

We look forward to serving you :)

Phone: 561-373-2979
1440 Via de Pepi
Boynton Beach, FL 33426
Email: atozpressurecleaningllc@gmail.com

"The bitterness of poor quality remains long after the sweetness of low price is forgotten." - Benjamin Franklin

Pressure cleaning/flatwork ($0.05/Sq Ft) x 924528 Sq Ft *North and South roads per map* *18 days*	**$46,226.40**
Pressure cleaning/flatwork ($0.05/Sq Ft) x 479952 Sq Ft *East and west roads per map* *10 days*	**$23,997.60**
Subtotal	$70,224.00

Total	**$70,224.00**

Attachments

Boynton Beach COI.pdf

View Attachments

A-to-Z Pressure Cleaning

atozpressurecleaningllc@gmail.com

(561) 373-2979

Please contact A-to-Z Pressure Cleaning about its privacy practices.

Sign and Approve

Print Download

Finance Your Home Project

PAYMENTS STARTING FROM

$720/month

Get Started

Checking rates won't affect credit score

Acorn
A marketplace of top lenders

ATTACHMENTS

httpswww.pdf 89kb (https://s3.amazonaws.com/joist-uploads-document-attachments/538A7D7A-092D-4B5C-8057-42211C058B94/httpswww.boynton-beach.orgDocumentCenterView1875Pressure-washer-flyer-newbidId=.pdf)

City insura....pdf 521kb (https://s3.amazonaws.com/joist-uploads-document-attachments/6D963D13-3091-4853-B696-6F4840C82197/City%20insurance.pdf)

fw9.pdf 196kb (https://s3.amazonaws.com/joist-uploads-document-attachments/6D7D7156-EF00-4135-9941-046655A2078B/fw9.pdf)

ESTIMATE

ET Pressure Cleaning Llc
Boynton Beach, FL 33426
(tel:(561) 317-5771)
etpressurecleaningllc@gmail.com (mailto:etpressurecleaningllc@gmail.com)
(561) 929-0558
(561) 742-6986

Estimate # 406

Kevin Ramsey

Date 09/06/2024

Business / Tax # 82-2601895

Description	Total
Congress Ave 13 days for completion	$16,077.60
6.09 miles - 32,155 linear feet - 160776 square feet (5' sidewalks), both sides of the road =>321,552 square feet of sidewalks	
Seacrest blvd 11 days for completion	$13,833.60
5.24 Miles - 27,667 Linear Feet - 138,336 Square Feet (5' sidewalks), both sides of road => 276,672 Square Feet of sidewalks	
Federal hwy 9 days for completion	$11,668.80
. 4.42 Miles - 23,337 Linear Feet - 116,688 Square Feet (5' sidewalks), both sides of road => 233,376 Square Feet of sidewalks	
Lawrence Rd 4 days for completion	$4,646.40
(From Hypoluxo South to Gateway) 1.76 Miles - 9,292 Linear Feet - 46,464 Square Feet (5' sidewalks), both sides of road => 92,928 Square Feet of sidewalks	
Gateway Blvd 8 days for completion	$9,820.80
3.72 Miles - 19,461 Linear Feet - 98,208 Square Feet (5' sidewalks), both sides of road = 196,416 Square Feet of sidewalks	
Boynton Beach Blvd 6 days for completion	$7,180.80
2.72 Miles - 14,361 Linear Feet - 71,808 Square Feet (5' sidewalks), both sides of road => 143,616 Square Feet of sidewalks	
Woolbright Road 6 days for completion	$6,996.00
2.65 Miles - 13,992 Linear Feet - 69,960 Square Feet (5' sidewalks), both sides of road => 139,920 Square Feet of sidewalks	

Subtotal	$70,224.00
Total	**$70,224.00**

Notes:

ET pressure cleaning will provide all tools, equipment, manpower, and supplies (including water) to complete this work. We will use a city rented meter for hydrant supply. We will be responsible for our safety and establishing a proper MOT when needed. Will submit proper scheduling upon approval. However days selected will be Monday-Saturday. If we are selected to oversee the whole project we are capable of speeding up dates with additional manpower to meet our Halloween deadline. We will document any damage to sidewalks with photos and gps locations. Payment is due upon completion of each section. No draws or deposit needed.

MADE Touch

North and South Roads: Total Square feet of sidewalks on N/S Roads : 924,528 Square Feet

Congress Ave 6.09 miles – 32,155 Linear Feet – 160,776 Square Feet (5' sidewalks), both sides of road => 321,552 Square Feet of sidewalks $ 25,900.00

Days to complete: 21

Seacrest Blvd 5.24 Miles – 27,667 Linear Feet – 138,336 Square Feet (5' sidewalks), both sides of road => 276,672 Square Feet of sidewalks $ 23,550

Days to complete: 21

Federal Hwy. 4.42 Miles – 23,337 Linear Feet – 116,688 Square Feet (5' sidewalks), both sides of road => 233,376 Square Feet of sidewalks $ 19,000

Days to complete: 14

Lawrence Rd (From Hypoluxo South to Gateway) 1.76 Miles – 9,292 Linear Feet – 46,464 Square Feet (5' sidewalks), both sides of road => 92,928 Square Feet of sidewalks

$ 7,650

Days to complete: 10

East and West Roads: Total Square feet of sidewalks on E/W Roads : 479,952 Square Feet

Gateway Blvd 3.72 Miles – 19,461 Linear Feet – 98,208 Square Feet (5' sidewalks), both sides of road => 196,416 Square Feet of sidewalks $ 16,200

Days to complete: 18

Boynton Beach Blvd 2.72 Miles – 14,361 Linear Feet – 71,808 Square Feet (5' sidewalks), both sides of road => 143,616 Square Feet of sidewalks $ 11,650

Days to complete: 18

Woolbright Road 2.65 Miles – 13,992 Linear Feet – 69,960 Square Feet (5' sidewalks), both sides of road => 139,920 Square Feet of sidewalks $ 11,300

Days to complete: 14

Takeoffs were done per the blue lines (including areas outside of current city limits)

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-244- Approving and authorizing the Mayor to sign a land use agreement between the City of Boynton Beach and 209 E. Ocean Investors, LLC, for the 2024 Pirate Fest event on Saturday, October 26, 2024 and Sunday, October 27, 2024.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-244.

Explanation of Request: The City has received permission from the property owner to use the following property for 2024 Pirate Fest event: 209 East Ocean Avenue, Boynton Beach, FL 33435.

How will this affect city programs or services? This agreement provides an additional event space for the 2024 Pirate Fest event.

Fiscal Impact: There is no cost related to the temporary use of this property.

Attachments:
R24-244 Agenda_Item_2212-2023_Resolution_for_209_E_Ocean_Property_Use_Agmt.docx
Exhibit A to Resolution - 24 - 209 E Ocean - Agreement for Use of Property.pdf

RESOLUTION NO. R24-244

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT FOR THE USE OF PROPERTY WITH 209 EAST OCEAN INVESTORS, LLC, FOR THE USE OF PARKING LOTS FOR THE 2024 PIRATE FEST EVENT; AND FOR ALL OTHER PURPOSES.

WHEREAS, 209 East Ocean Investors, LLC ("Owner") owns certain property located at 209 East Ocean Avenue, Boynton Beach, Florida 33435; and

WHEREAS, the City desires to use the parking lots located on the Property for the Pirate Fest event taking place on Saturday, October 26, 2024, and Sunday, October 27, 2024; and

WHEREAS, the Owner desires to permit the City to use the Property for event parking; 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 an Agreement for the Use of Property with 209 East Ocean Investors, LLC for the use of the parking lots for the 2024 Pirate Fest Event.

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 Agreement for Use of Property between 209 East Ocean Investors, LLC and the City for the use of the parking lots for the 2024 Pirate Fest Event (the "Agreement"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The fully executed Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreement shall be provided to Gabrielle Favitta to forward to the Owner.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT FOR USE OF PROPERTY ("Agreement") is made this ___ day of _____, 2024, by and between the City of Boynton Beach ("City") and **209 East Ocean Investors, LLC** its officers, employees, successors and assigns ("Owner").

WITNESSETH:

WHEREAS, Owner warrants that it owns that certain property located at **209 East Ocean Avenue, Boynton Beach, FL 33435** (Parcel Number: 08-43-45-28-03-004-0110), (the "Property"); and

WHEREAS, the City desires to use the parking lots located on the Property for an event taking place on Saturday, October 26, 2024 and Sunday, October 27, 2024 (the "Event");

WHEREAS, Owner desires to permit the City to use the Property for the Event;

NOW, THEREFORE, for the mutual covenant and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. Foregoing Whereas clauses are incorporated as if fully set forth herein.

2. Owner agrees to allow the City to enter onto the Property for any and all uses related to the Event on the dates and times specified in the attached **Exhibit A.**

3. Owner agrees that the City shall be allowed to use the Property pursuant to this Agreement free of charge.

4. Owner is responsible for any injuries which occur on the Property as a result in a defect in the property, Owner's failure to maintain the property, and any and all other conditions which are the Property Owner's responsibility, and which cause an injury to any guest, invitee, or third party on Property.

5. The City represents and acknowledges that:

   a. Its activities and all participants are properly covered by appropriate insurance;

   b. The City shall be responsible for any injuries to its employees, agents, and contractors, occurring on the Property for the Event and any other dates/times as set forth in Exhibit A;

   c. The City shall be responsible for any damage to the Property caused by the City's use of the Property for the Event.

d. The City shall also be responsible for its own negligence.

e. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless the Owner from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's own negligence or City's own activities on the Property specific in Exhibit A. Nothing in this paragraph is considered a waiver of sovereign immunity by the City.

6. Owner hereby acknowledges and agrees that Owner shall receive no compensation from the City in return for permitting the City to use the Property as provided for in this Agreement.

7. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into this Agreement. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing, executed by the parties to be bound thereby.

8. This Agreement shall expire on Monday, October 28, 2024 at 6:00pm.

9. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.

10. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH has caused these presents to be executed in its name by its Mayor and attested and its official seal to be hereunto affixed and Owner have hereunto set its hand and seal the day and year first above written.

ATTEST:

CITY OF BOYNTON BEACH

By: _____

_____

Print Name: TY PENSERGA

City Clerk

Title: MAYOR

(SEAL)

Approved as to form:

_____

City Attorney

209 East Ocean Investors LLC

By: Salam Dagher

Print Name: SALAM DAGHER

Title: Owner

Exhibit "A"

1. Owner agrees to allow the City and attendees of the Event to enter onto the Property for uses related to the Event at any time from Saturday, October 26, 2024 until Sunday, October 27, 2024.

2. In addition to the date listed above, the City may access the Property to perform site preparation (such as equipment and signage) before the Event. This access may occur anytime between Wednesday, October 23, 2024 and Monday, October 28, 2024, and may occur over multiple days.

    a. The City will provide 24 hours' notice to Owner prior to entering the Property, and will only perform site preparation activities between the hours of 8:00 a.m. and 6:00 p.m.

3. The City may install removable equipment and event parking signs on the Property for the Event.

NE 1st St
E Ocean Ave

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-245- Approving and authorizing the Mayor to sign a land use agreement between the City of Boynton Beach and BB North, LLC, for the 2024 Pirate Fest event on Saturday, October 26, 2024, and Sunday, October 27, 2024.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-245.

Explanation of Request: The City has received permission from the property owner to use the following properties for 2024 Pirate Fest event attendees: 405 E. Ocean Avenue; E. Ocean Avenue; 413 E. Ocean Avenue; NE 1st Ave.; and NE 3rd Street. This agreement requires the City to indemnify the property owner for any claims arising from the City's use of the property. Only the City Commission has the authority to accept this risk.

How will this affect city programs or services? This agreement provides an additional event space parking option for those that would like to attend the 2024 Pirate Fest event.

Fiscal Impact: There is no cost related to the temporary use of this property.

Attachments:
R24-245 Agenda_Item_2213-2023_Resolution_for_BB_North_Property_Use_Agmt.docx
Exhibit A to Resolution - BB North LLC - Signed.pdf

RESOLUTION NO. R24-245

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT FOR THE USE OF PROPERTY WITH BB NORTH, LLC FOR ACTIVITIES RELATED TO THE 2024 PIRATE FEST EVENT; AND FOR ALL OTHER PURPOSES.

WHEREAS, BB North, LLC ("Owner") owns certain property as further described in Exhibit A of the Agreement; and

WHEREAS, the City desires to use the property for activities related to the 2024 Pirate Fest event taking place on Saturday, October 26, 2024, and Sunday, October 27, 2024; and

WHEREAS, the Owner desires to permit the City to use the Property for the event; 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 an Agreement for the Use of Property with BB North, LLC for activities related to the 2024 Pirate Fest Event.

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 Agreement for the Use of Property with BB North, LLC for activities related to the 2024 Pirate Fest Event (the "Agreement"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The fully executed Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreement shall be provided to Gabrielle Favitta to forward to the Owner.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT FOR USE OF PROPERTY ("Agreement") is made this _____day of October, 2024 by and between the **City of Boynton Beach** ("City") and **BB North LLC**, its officers, employees, successors and assigns ("Owner").

WITNESSETH:

WHEREAS, Owner warrants that it owns that certain property located at (see Exhibit A), (the "Property"); and

WHEREAS, the City desires to use the property for activities related to an event taking place on October 26, 2024 and October 27, 2024 (the "Event");

WHEREAS, Owner desires to permit the City to use the Property for the Event (see Exhibit B);

NOW, THEREFORE, for the mutual covenant and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. Owner agrees to allow the City to enter onto the Property for use on the dates and times specified on the attached Exhibit B.
3. Owner agrees to allow the City to inspect the Property on a date mutually agreeable to both parties (which date shall be prior to the dates and times specified in the attached Exhibit B) so that the City may determine suitability of the Property for use for the Event, and the City agrees to make such inspection.
4. The City represents and acknowledges that its activities and all participants are properly covered by appropriate insurance; that the City shall be responsible for any injuries to its employees, agents, contractors, guests, invitees, and third parties occurring during activities in the course and scope of use of the Property for the Event; and that the City shall be responsible for any damage to the Property caused by the City's or other Event participant's use of the Property for the Event. The City shall also be responsible for its own negligence. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless the Owner from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's negligence or City's activities on the Property during the dates listed in Exhibit B. Nothing in this paragraph is considered a waiver of sovereign immunity by the City.
5. Owner hereby acknowledges and agrees that Owner shall receive no compensation from the City in return for permitting the City to use the Property as provided for in this Agreement.
6. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modifications or change in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

7. This Agreement shall expire on October 29, 2024.
8. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.
9. The City shall, at its own expense, remove any trash or debris from the Property that is accumulated as a result of the City's use of the property as to return the property to its pre-event condition.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the day and year written below.

ATTEST:

CITY OF BOYNTON BEACH

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM

BEACH

I HEREBY CERTIFY that in this day before me, an officer duly qualified to take acknowledgements, personally, appeared _____, as _____ Of the City of Boynton Beach who is personally known to be the person described in, or who produced _____as identification, and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and seal in the Count and State aforesaid on this _____day of _____, 2024.

_____

NOTARY PUBLIC

My Commission Expires:

ATTEST:

BB North LLC

By: _____

Print Name: Manuel Mato

Title: Authorized Signer

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM

BEACH

I HEREBY CERTIFY that in this day before me, an officer duly qualified to take acknowledgements, personally, appeared Manuel Mato, as Authorized Signer Of BB North LLC who is personally known to be the person described in, or who produced _____ as identification, and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and seal in the Count and State aforesaid on this 1 day of October, 2024.

_____

NOTARY PUBLIC

My Commission Expires:

Notary Public State of Florida
Maria Yesenia Rodriguez
My Commission HH 512969
Expires 4/7/2028

Exhibit "A"

The Property consists of the following parcels:

405 E. Ocean Avenue; Parcel No. 08434528030050080

E. Ocean Avenue; Parcel No. 08434528030050091 413

E. Ocean Avenue; Parcel No.

08434528030050100 NE 1st Ave Parcel No.

08434528030050020

Ne 3rd Street; Parcel No. 08434528030050040

Exhibit "B"

Owner agrees to allow the City and attendees of the Event to enter onto Property for uses related to the Event any time on October 23, 2024 – October 28, 2024.

In addition to the dates listed above, the City will access the Property to perform maintenance and site preparation (including lawn mowing, tree trimming, pest control treatments, and equipment) before the Event. The access may occur anytime between October 21, 2024 and October 26, 2024, and may occur over multiple days. The City will provide 24-hour notice to Owner prior to entering property, and will only perform maintenance and site preparation activities between the hours of 8:00 a.m. and 6:00 p.m.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-246- Approving and authorizing the Mayor to sign a land use agreement between the City of Boynton Beach and BB1 Development, LLC for the 2024 Pirate Fest event on Saturday, October 26, 2024 and Sunday, October 27, 2024.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-246.

Explanation of Request: The City has received permission from the property owner to use the following property to provide free public parking for 2024 Pirate Fest event attendees: 114 N Federal Hwy and 222 N Federal Hwy. Attendees will have the option to park in the lots during the duration of the 2024 Pirate Fest event. This agreement requires the City to indemnify the property owner for any claims arising from the City's use of the property. Only the City Commission has the authority to accept this risk.

How will this affect city programs or services? Parking is very limited in the Town Square area and this agreement provides an additional parking option for those that would like to attend the 2024 Pirate Fest event.

Fiscal Impact: There is no cost related to the temporary use of this property.

Attachments:
R24-246 Agenda_Item_2214-2023_Resolution_for_BB1_Development_Property_Use_Agmt.docx
Exhibit A to Resolution - BB1- AGREEMENT FOR USE OF PROPERTY-REV (1) (002).pdf

RESOLUTION NO. R24-246

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT FOR THE USE OF PROPERTY WITH BB1 DEVELOPMENT, LLC, FOR THE USE OF PARKING LOTS FOR THE 2024 PIRATE FEST EVENT; AND FOR ALL OTHER PURPOSES.

WHEREAS, BB1 Development, LLC ("Owner") owns certain property located at 114 N Federal Highway, Boynton Beach, Florida 33435, and 222 N Federal Highway, Boynton Beach, Florida 33435; and

WHEREAS, the City desires to use the parking lots located on the Property for the Pirate Fest event taking place on Saturday, October 26, 2024, and Sunday, October 27, 2024; and

WHEREAS, the Owner desires to permit the City to use the Property for event parking; 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 an Agreement for the Use of Property with BB1 Development, LLC, for the use of the parking lots for the 2024 Pirate Fest Event.

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 Agreement for Use of Property between BB1 Development, LLC, and the City for the use of the parking lots for the 2024 Pirate Fest Event (the "Agreement"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The fully executed Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreement shall be provided to Gabrielle Favitta

to forward to the Owner.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT FOR USE OF PROPERTY ("Agreement") is made this ___ day of _____, 2024, by and between the City of Boynton Beach ("City") and **BB1 Development, LLC** its officers, employees, successors and assigns ("Owner").

WITNESSETH:

WHEREAS, Owner warrants that it owns that certain property located at **114 N Federal Hwy, Boynton Beach, FL 33435** (Parcel Number: 08-43-45-27-01-000-0410), **222 N Federal Hwy, Boynton Beach, FL 33435** (Parcel Number: 08-43-45-27-02-000-0010), (the "Property"); and

WHEREAS, the City desires to use the parking lots located on the Property for parking for an event taking place on Saturday, October 26, 2024 and Sunday, October 27, 2024 (the "Event");

WHEREAS, Owner desires to permit the City to use the Property for the Event;

NOW, THEREFORE, for the mutual covenant and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. Foregoing Whereas clauses are incorporated as if fully set forth herein.

2. Owner agrees to allow the City to enter onto the Property for any and all uses related to the Event on the dates and times specified in the attached **Exhibit A**.

3. Owner agrees that the City shall be allowed to use the Property pursuant to this Agreement free of charge.

4. The City represents and acknowledges that:

   a. Its activities and all participants are properly covered by appropriate insurance;

   b. To the extent required by law, the City shall be responsible for any injuries to its employees, agents, and contractors occurring on the Property for the Event and any other dates/times as set forth in Exhibit A;

   c. The City shall be responsible for any damage to the Property caused by the City's use of the Property for the Event.

   d. The City shall also be responsible for its own negligence.

   e. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless the Owner

from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's own negligence or City's own activities on the Property specific in Exhibit A. Nothing in this paragraph is considered a waiver of sovereign immunity by the City.

5. Owner hereby acknowledges and agrees that Owner shall receive no compensation from the City in return for permitting the City to use the Property as provided for in this Agreement.

6. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into this Agreement. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing, executed by the parties to be bound thereby.

7. This Agreement shall expire on Monday, October 28, 2024 at 6:00pm.

8. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.

9. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH has caused these presents to be executed in its name by its Mayor and attested and its official seal to be hereunto affixed and Owner have hereunto set its hand and seal the day and year first above written.

ATTEST:

CITY OF BOYNTON BEACH

By: _____

_____

Print Name: TY PENSERGA

City Clerk

Title: MAYOR

(SEAL)

Approved as to form:

_____

City Attorney

BB1 Development LLC

By: J Thaler

Print Name: Jordan Thaler

Title: Authorized Signatory

9/23/24

Exhibit "A"

1. Owner agrees to allow the City and attendees of the Event to enter onto the Property for uses related to the Event at any time from Saturday, October 26, 2024 until Sunday, October 27, 2024.

2. In addition to the date listed above, the City may access the Property to perform site preparation (such as equipment and signage) before the Event. This access may occur anytime between Wednesday, October 23, 2024 and Monday, October 28, 2024, and may occur over multiple days.

    a. The City will provide 24 hours' notice to Owner prior to entering the Property, and will only perform site preparation activities between the hours of 8:00 a.m. and 6:00 p.m.

3. The City may install removable equipment and event parking signs on the Property for the Event.

E Boynton Beach Blvd
222
114
N Federal Hwy
1
N Federal Hwy
1
NE 6th Ct
E Ocean Ave

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-247- Approve the Palm Beach County consent form for the rezoning of Cypress Creek PUD (Planned Unit Development).

Requested Action: Staff recommends approval of Proposed Resolution No. R24-247.

Explanation of Request:

Boynton Beach Utilities has many lift stations within Cypress Creek Golf Course. The rezoning of the site is approved by Palm Beach County, and it is now Cypress Creek PUD. Because the lift stations are contiguous to the property of the overall PUD (Planned Unit Development), the City consent is required for every application they submit to Palm Beach County. While the project is not affecting or impacting the lift stations, they have to be included within the overall body of the developer's application due to their location.

How will this affect city programs or services? This will not affect City programs or services.

Fiscal Impact: None

Attachments:
R24-247 Agenda_Item_2161-2023_Resolution_for_Cypress_Creek_PUD_consent_form.docx
Exhibit A to Resolution - Form 3 Consent - City of Boynton Beach (NEW).pdf
Consent Letter COBB.pdf

RESOLUTION NO. R24-247

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PALM BEACH COUNTY CONSENT FORM FOR THE REZONING OF CYPRESS CREEK PLANNED UNIT DEVELOPMENT; AND FOR ALL OTHER PURPOSES.

WHEREAS, Boynton Beach Utilities has many lift stations within Cypress Creek Golf Course. The rezoning of the site is approved by Palm Beach County, and it is now Cypress Creek PUD. Because the lift stations are contiguous to the property of the overall PUD (Planned Unit Development), the City's consent is required for every application they submit to Palm Beach County. While the project is not affecting or impacting the lift stations, they must be included within the overall body of the developer's application due to their location; 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 Palm Beach County consent form for the rezoning of Cypress Creek Planned Unit Development.

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 Palm Beach County consent form for the rezoning of Cypress Creek Planned Unit Development, 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 or City Manager to execute the Form and any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. A copy of the fully executed Form shall be retained by the City Clerk as a public record of the City. The fully executed original of the Form shall be provided to Milot Emile for further handling.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

CONSENT

INSTRUCTIONS: Consent is required from the property owner(s) and contract purchaser(s), as applicable, to an agent if the property owner(s) or contract purchaser does not intend to attend all meetings and Public Hearings and submit in person all material pertaining to the application. A separate form is required from each owner/contract purchaser. Consent to a firm shall be deemed consent for the entire firm, unless otherwise specified. Consent is valid for one year from date of notary, unless otherwise specified. Attach a copy of last recorded warranty deed for the subject property.

Project Name: Cypress Creek PUD **Submittal Date:** 8/12/2024

This form shall serve as CONSENT for the agent identified below to prepare or have prepared and submit all documents for the following application(s) affecting property I have an ownership interest in:

- [X] **BCC/ZC:** (X) Rezoning (X) Conditional Use (X) DROE ( ) DOA (X) PDD ( ) TDD ( ) Type 2 Variance ( ) Type 2 Waiver
- [X] **DRO Applications:** (X) Full DRO (X) Zoning Agency Review (ZAR)
- [ ] **Concurrency Reservation/Equivalency *(Separate)***
- [ ] **Temporary Use** *(indicate request)*: _____
- [ ] **Tree Removal and Replacement**
- [ ] **Type 1 Variance**
- [ ] **Type 1 Waiver**
- [X] **Time Extension *(Article 2.E)***
- [ ] **Other** *(indicate request)*: _____

I hereby give CONSENT to Jerrod Purser (WGI, Inc.) (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of: Single Family Residential PUD Development.

I hereby certify I have full knowledge of the property and I have an ownership interest in the subject property of this application. I further certify the statements or information made in any document(s) submitted herewith are true and correct to the best of my knowledge. I understand, this application, related material and all documents submitted become official records of the Planning, Zoning and Building Department of Palm Beach County, Florida, and will not be returned. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to Palm Beach County to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

OWNER/CONTRACT PURCHASER: I am the [×] Owner [ ] Contract Purchaser (✓one)

_____ _____
(Name - type, stamp or print clearly) (Signature)

100 E Ocean Avenue Boynton Beach, FL 33435
(Address) (City, State, Zip)

AGENT:

Jerrod Purser (WGI, Inc.) WGI, Inc
(Name - type, stamp or print clearly) (Name of firm)

2035 Vista Parkway West Palm Beach, FL, 33411
(Address) (City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 20_____ by _____ *(name of person acknowledging)*. He/she is personally known to me or has produced _____ *(type of identification)* as identification and did/did not take an oath *(circle correct response)*.

_____ _____
(Name - type, stamp or print clearly) (Signature)

My Commission Expires on: _____ NOTARY'S SEAL OR STAMP

TO:

Milot Emile, P.E.

Engineer IV, Boynton Beach Utilities, Engineering

City of Boynton Beach

124 E. Woolbright Rd. Boynton Beach, Florida 33435

561-742-6407, EmileM@bbfl.us

RE: Updated Forms of Consent for Cypress Creek PUD 9/12/2024

Good morning Milot,

We need the City's consent because the lift stations are contiguous to the property of the overall PUD (planned unit development). While we are not affecting or impacting the lift stations, we are in effect including them within the overall body of our application due to their location.

Please note, the rezoning has already been approved, this new consent is for the next series of review that the project is in with the County, as the previous consent the City signed/issued was for the previous application type.

Please let me know if you have any additional questions.

Best,

Jerrod Purser, PLA

Senior Project Manager

WGI, Inc.

561.537.4533

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-248- Approve the Release of Claim and Indemnification Agreement for $85,000 in connection with claim no. FMIT VA2023111341/ Tristar claim no. 21855649 for a Motor Vehicle Accident that occurred on or about May 23, 2021.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-248.

Explanation of Request: The Code of Ordinances of the City of Boynton Beach, Florida, provides that the settlement of all claims in excess of $50,000 requires approval of the City Commission. The Plaintiff brought a claim stemming from an alleged incident that occurred on or about May 23, 2021.

On May 23, 2021 Joey Alcin was walking in the parking lot of Crossings of Boynton Beach Condominium. Boynton Beach Police Officers were responding to a call for shots in the area. Mr. Alcin was walking across a median in the parking lot, concealed from the view of Officers driving through the lot. Mr. Alcin stumbled into the City vehicle while an Officer was turning the corner under 5mph.

A Release of Claim and Indemnification Agreement was reached with the Plaintiff for $85,000 in exchange for a general release of all claims, which resolves all claims for damages, as well as attorney's fees and costs. The City is paying $54,786.38 towards the settlement with the City's insurer paying the remainder of the settlement amount.

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

Fiscal Impact: The remainder of the City's SIR is $54,786.38, which would be issued if approved. The remaining settlement balance ($30,213.62) will be paid directly from FMIT.

Attachments:
R24-248 Agenda_Item_2217-2023_Resolution_for_Joey_Alcin.docx
Exhibit A to Resolution - 20240923164032945.pdf

RESOLUTION NO. R24-248

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RELEASE OF CLAIM AND INDEMNIFICATION AGREEMENT IN THE MATTER OF JOEY ALCIN V. CITY OF BOYNTON BEACH, TRISTAR CLAIM #21855649; IN THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA, CASE NO. 50-2023-CA-009620-XXXX-MB, IN THE AMOUNT OF $85,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Code of Ordinances of the City of Boynton Beach, Florida, requires settlement of all claims in excess of $50,000 to be approved by the City Commission; and

WHEREAS, Joey Alcin ("Plaintiff") filed a civil action stemming from an auto accident with a City vehicle that occurred on or about May 23, 2021, to wit: Tristar Claim #21855649; Fifteenth Judicial Circuit, In and For Palm Beach County, Florida, Case No. 50-2023-CA-009620-XXXX-MB, *Joey Alcin v. City of Boynton Beach*; and

WHEREAS, a Release of Claim and Indemnification Agreement was reached with the Plaintiff for a total amount of $85,000.00 in exchange for a general release of all claims, including all attorney's fees and costs; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interest of the citizens and residents of the City of Boynton to approve the Indemnification Agreement and Release in the matter of Tristar Claim #21855649; Fifteenth Judicial Circuit, In and For Palm Beach County, Florida, Case No. 50-2023-CA-009620-XXXX-MB, *Joey Alcin v. City of Boynton Beach,* totaling $85,000.00, of which the City is responsible for $54,786.38.

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

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

SECTION 2. The City Commission of the City of Boynton Beach hereby approves the Indemnification Agreement and Release in the amount of $85,000.00 in connection with Tristar Claim #21855649; Fifteenth Judicial Circuit, In and For Palm Beach County, Florida, Case No. 50-

2023-CA-009620-XXXX-MB*, Joey Alcin v. City of Boynton Beach,* attached as "Exhibit A."

SECTION 3. The fully executed Indemnification Agreement and Release, and Final Order Approving Settlement shall be retained by the City Clerk as a public record of the City.

SECTION 4. This Resolution shall take effect as provided by law.

PASSED AND ADOPTED this _____ day of October 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

(Corporate Seal)

RELEASE OF CLAIM
AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **JOEY ALCIN** hereinafter referred to as "first party", for and in consideration of the sum of **EIGHTY-FIVE THOUSAND DOLLARS AND NO/CENTS ($85,000.00)** or other valuable consideration, received from or on behalf of the **CITY OF BOYNTON BEACH, TRISTAR RISK MANAGEMENT, FLORIDA LEAGUE OF CITIES, and FLORIDA MUNICIPAL INSURANCE TRUST,** hereinafter referred to as "second parties", the receipt whereof is hereby acknowledged.

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second parties, their agents, servants, employees, and insurers, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second parties, for, upon or by reason of any matter, cause or thing whatsoever, arising from that accident which Plaintiffs allege occurred on or about **May 23, 2021, Crossings of Boynton Beach, 36 N. Crossings Circle, Boynton Beach, Palm Beach County, Florida**, and to any cause of action raised in, or that could have been raised in, or arising out of the filing and prosecution of the litigation described as *Joey Alcin v. City of Boynton Beach*, Case No. 50-2023-CA-009620-XXXX-MB

I represent that all medical bills, hospital bills, disability and wage losses, including any subrogation rights or liens for the payment of same by any third party, including any Medicare, Medicaid, hospital, or workers' compensation liens, as well as any claim for reimbursement or subrogation, which arose out of the subject incident sued upon in the aforementioned litigation have been paid in full or will be settled with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second parties for any claims, demands, subrogation rights or liens that may be asserted against the second parties for the above mentioned expenses or losses of the first party.

It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and the payment is not to be construed as an admission of liability on the part of the second parties, by whom liability is expressly denied.

I have carefully read the Release of Claim and understand its terms, operation, and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of September, 2024.

Signed, sealed and delivered in the presence of:

JOEY ALCIN

WITNESS

STATE OF Florida)
)SS
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of September, 2024, by Joey Alcin, who is personally known to me, or who has produced _____ as identification.

Notary Public, State of Florida at Large

Printed Name: _____

Notary Public State of Florida
David M Gaspari
My Commission HH 350138
Expires 2/28/2027

(NOTARY SEAL)

My commission expires:

This Instrument Prepared By:
CHRISTOPHER J. STEARNS, ESQ.
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
2455 East Sunrise Blvd., Suite 1000
Fort Lauderdale, FL 33304
Telephone: (954) 463-0100
Fla. Bar No. 557870

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-249- Approving the purchase of first responder high-performance resuscitation workforce training, Neuroprotective CPR training, from Med Alliance Group, Inc., a sole source, in an amount not to exceed $54,600.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-249.

Explanation of Request:

The Fire Rescue Department submitted a scope of work to provide Neuroprotective CPR (NP-CPR) training. The program guidelines and scope of work was approved by the Commission on April 2, 2024. The program aims to fund high-performance resuscitation training, and the proposed project involves workforce training. The Florida Department of Health has awarded the grant and funding to complete the training in the City of Boynton Beach. This item authorizes the expenditure of the grant funds and allows the Mayor to execute any documents necessary to accomplish the resolution's intent.

How will this affect city programs or services? The City of Boynton Beach is committed to the health and well-being of its residents, and finds it imperative to provide safety and state-of-the-art emergency medical services. The project will provide high-performance resuscitation training for Fire Rescue personnel.

Fiscal Impact: The Neuroprotective CPR (NP-CPR) Scope of Work Project offered by the Florida Department of Health is expected to fund up to $54,600 overall throughout the project's lifecycle, and does not require cost-sharing.

Attachments:
R24-249 Agenda_Item_2165-2023_Resolution_for_Fire_training_services.docx
Exhibit A to Resolution - HP-RT.pdf
Exhibit A to Resolution Elegard Budget.pdf
Exhibit A to Resolution - Copy of Boynton Beach RF Quote.xlsx
Boynton Beach Fact Sheet.docx
Med Alliance Sole Souce Form.pdf
Resolution No. R24-066.pdf

RESOLUTION NO. R24-249

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE OF FIRST RESPONDER HIGH-PERFORMANCE RESUSCITATION WORKFORCE TRAINING, NEUROPROTECTIVE CPR TRAINING, FROM MED ALLIANCE GROUP, INC., IN AN AMOUNT NOT TO EXCEED $54,600; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Commission authorized the Fire Rescue Department to submit a scope of work for the First Responder High-Performance Resuscitation workforce training to the Florida Department of Health Division of Emergency Preparedness and Community Support, approved by Resolution No. R24-066 on April 2, 2024; and

WHEREAS, the Florida Department of Health accepted the scope of work and funded the City $54,600 to be used towards First Responder High-Performance Resuscitation workforce training; and

WHEREAS, the City desires to purchase the training services from Med Alliance Group, Inc., in an amount not to exceed $54,600; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the purchase of first responder high-performance resuscitation workforce training, Neuroprotective CPR training, from Med Alliance Group, Inc., in an amount not to exceed $54,600.

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 first responder high-performance resuscitation workforce training, Neuroprotective CPR training, from Med Alliance Group, Inc., in an amount not to exceed $54,600, 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 any ancillary documents necessary to accomplish the purposes of this Resolution.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Fire Rescue
2080 High Ridge Road
Boynton Beach, Florida
33426

HP-RT INVOICE

INVOICE 2024-1
DATE: 04/0009/2024

TO:
Dana Smith
Florida Department of Health
BEMO HP-RT
4042 Bald Cypress Way
Tallahassee, FL 32399

P.O. NUMBER
C37A11

	DESCRIPTION	TOTAL
1	***Providing first responder high performance resuscitation (HP-RT) workforce training in City of Boynton Beach, Florida***	$54,600.00
	TOTAL DUE	**$54,600.00**

Make all checks payable to ***City of Boynton Beach***

If you have any questions concerning this invoice, contact Agency Contact Jarvis Prince, Assistant Chie,561-742-6674.

The City of Boynton Beach FL

Jarvis Prince
Assistant Chief of Emergency Medical Services
Boynton Beach Fire Rescue Department
2080 High Ridge Road
Boynton Beach, Florida 33426
Phone: (561) 742-6337
FAX: (561) 742-6674
E-mail: Princej@bbfl.us

Date: April 9, 2024

Ref: Quote for workforce training providing first responder high performance resuscitation (HP-RT) workforce training.

To: Steve McCoy
Bureau Chief
Florida Department of Health
Bureau of Emergency Medical Oversight
4042 Bald Cypress Way, Bin A-22
Tallahassee, FL 32399

Mr. McCoy,

City of Boynton Beach, Florida has reviewed the Department of Health's proposed Statement of Work (SOW23-XXX) and can confirm that a quote of **$54,600.00** will be required to provide the services and deliverables outlined.

Below is an estimated cost analysis outlying the actual cost to provide the services outlined in the Statement of Work.

Workforce Training program costs

Line Items	Cost
Provision of HP-RT workforce training with submission of supporting documentation in the time and manner specified in Tasks 5.1.1. through 5.1.4. in SOW23-347.	**$54,600.00**
TOTAL:	**$54,600.00**

Sincerely,

Jarvis Prince

MED Alliance GROUP, INC
2175 Oakland Drive
Sycamore, IL 60178

Phone: (888) 891-1200
Fax: (630) 599-1327
E-mail: orders@medalliancegroup.com

ADVANCEDCPR SOLUTIONS™
The Science of Saving Lives

Quote

Quote Date:	2/28/2024
PO Number:	

Bill to Name	Boynton Beach Fire Rescue
Street Address	2080 High Ridge Rd
City, State, Zip	Boyton Beach, FL 33435

Ship To Name	Boynton Beach Fire Rescue
Street Address	2080 High Ridge Rd
City, State, Zip	Boyton Beach, FL 33435

NP-CPR Workforce Training: Number of Participants 12

NP-CPR # of Training Kits 7

ITEM NO	DESCRIPTION		Qty	All Inclusive Price
FLG-WFT-002	**Florida Turn-Key Workforce Training Package as described below:**		1	$ 54,600.00
SYS-ELG-002	**EleGARD System Version 2.0** (includes EleGARD 2.0 Patient Positioning System, LUCAS Series 3 Backplate. 1 EleGARD 2.0 Carrying Case, 2 Smart Lithium Rechargeable Batteries, I Single Bay Battery Charger, Instructions for Use)	Shipped by MED Alliance Group, Inc	7	Included
SYS-COV-001	**EleGARD Series 2.0 Disposable Cover** (Box of 10)	Shipped by MED Alliance Group, Inc	7	Included
12-0822-000	**ResQPOD 16 Impedance Threshold devices** (Each) (ZOLL Medical Product)	Shipped by ZOLL Medical, Inc	21	Included

Shipping Cost	**Included**
Quote Total	**$ 54,600.00**

Notes/Special Instructions

Payment Terms: Net 30 days
Training and deployment support will be provided to you by ACS. Order will be shipped and invoiced by Med Alliance Group.

Customer Contact Info:

Name	Assistant Chief Jarvis Prince
Phone	561-742-6637
Email	princej@bbfl.us

ACS Florida Program Director Contact Info:

Name	Melissa M. Bahr, RN, BSN, EMT-P, MHA
Phone	850-428-9551
Email	melissabahr@elevatedcpr.com

Ordering Instructions: Please place order with MED Alliance Group, Inc.
MED Alliance Group, Inc
2175 Oakland Drive
Sycamore, IL 60178
888-891-1200 phone - 630-599-1327 fax
orders@medalliancegroup.com - EIN 36-4260634
e-Verify Registration #: 1657405 (as Required by Florida Law)

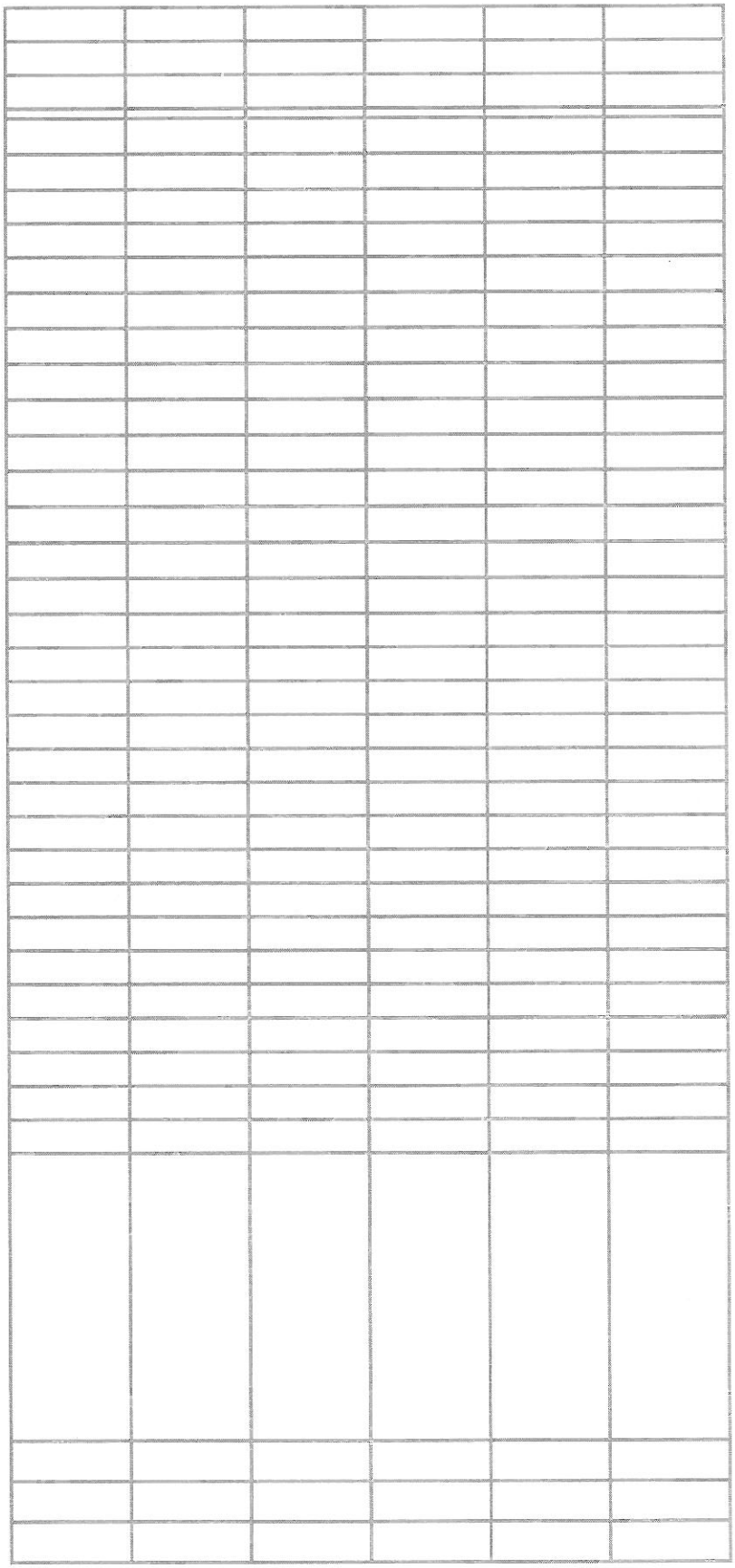
High Performance Resuscitation Agency Roster
FDOH SOW 23-347

Account Name: Boynton Beach Fire Rescue
Contact Name: Assistant Chief Jarvis Prince
Date: 5-8-2024

	NAME		Agency	Time In	Time Out
1	Brenden Rocue		BBFD		
2	MATTHEW MACRAE		BBFD		
3	[illegible]		BBFD		
4	Zach Taylor		BBFD		
5	Craig KOVACH		BBFD		
6	JP Najie		BBFD		
7	[illegible]				
8	Mitchell Diaz		BBFD		
9	Carlos Fernandez		BBFD		
10	Jesse Clement		BBFD		
11	GregoryJacksonJR		BBFD		
12	Kristen Duane		BBFD		
13	Amy Garro		BBFD		
14	Jason Murphy		BBFD		
15	Bethenny Plan		BBFD		
16	Gary Blaker		BBFRD		
17	Kyle Neil		BBFD		
18	Joe Nardi		BBFD		
19	Kurt Lewis		BBFD		
20	Ryan Merz		BBFD		
21	Alfredo Trato		BBFD		
22	Aiman Saleh		BBFD		
23					
24					
25					

The above personnel have received the training as outline in FDOH SOW 23-347

Agency Signature: [signature]



BOYNTON BEACH FIRE DEPARTMENT PROGRAM
ELEGARD PROJECT FLDH
FY2023-2024 BUDGET $54,600

ACCOUNT NUMBER	DESCRIPTION		BUDGET	ACTUALS	NOTES
105-0000-334.53-02	ELEGARD PROJECT FLDH	$	(54,600.00)		Revenue
TOTAL REVENUES		**$**	**(54,600.00)**		
105-3911-522.54-30	TRAINING	$	54,600.00		Training
TOTAL EXPENSES		**$**	**54,600.00**		
	TOTAL BUDGET	**$**	**-**	**$** **-**	

MED Alliance GROUP, INC

2175 Oakland Drive
Sycamore, IL 60178

Phone: (888) 891-1200
Fax: (630) 599-1327
E-mail: orders@medalliancegroup.com

ADVANCEDCPR SOLUTIONS™

The Science of Saving Lives

Quote

Quote Date:	10/3/2024
PO Number:	

Bill to Name	Boynton Beach Fire Rescue
Street Address	2080 High Ridge Rd
City, State, Zip	Boyton Beach, FL 33435

Ship To Name	Boynton Beach Fire Rescue
Street Address	2080 High Ridge Rd
City, State, Zip	Boyton Beach, FL 33435

NP-CPR Workforce Training: Number of Participants 12

NP-CPR # of Training Kits 7

ITEM NO	DESCRIPTION		Qty	All Inclusive Price
FLG-WFT-002	**Florida Turn-Key Workforce Training Package as described below:**		**1**	**$ 54,600.00**
SYS-ELG-002	**EleGARD System Version 2.0** (includes EleGARD 2.0 Patient Positioning System, LUCAS Series 3 Backplate. 1 EleGARD 2.0 Carrying Case, 2 Smart Lithium Rechargeable Batteries, I Single Bay Battery Charger, Instructions for Use)	Shipped by MED Alliance Group, Inc	7	**Included**
SYS-COV-001	**EleGARD Series 2.0 Disposable Cover** (Box of 10)	Shipped by MED Alliance Group, Inc	7	**Included**
12-0822-000	**ResQPOD 16 Impedance Threshold devices** (Each) (ZOLL Medical Product)	Shipped by ZOLL Medical, Inc	21	**Included**

Shipping Cost	**Included**
Quote Total	**$ 54,600.00**

Notes/Special Instructions

Payment Terms: Net 30 days
Training and deployment support will be provided to you by ACS. Order will be shipped and invoiced by Med Alliance Group.

Customer Contact Info:

Name	
Phone	
Email	

ACS Florida Program Director Contact Info:

Name	Melissa M. Bahr, RN, BSN, EMT-P, MHA
Phone	850-428-9551
Email	melissabahr@elevatedcpr.com

Ordering Instructions: Please place order with MED Alliance Group, Inc.
MED Alliance Group, Inc
2175 Oakland Drive
Sycamore, IL 60178
888-891-1200 phone - 630-599-1327 fax
orders@medalliancegroup.com - EIN 36-4260634
e-Verify Registration #: 1657405 (as Required by Florida Law)

ADVANCEDCPR SOLUTIONS LLC FACT SHEET
RE: NCPR WORKFORCE TRAINING

Boynton Beach Fire Rescue

ACS Fulfillment and Invoicing Partner: (The transaction for the Seats Trained will be Sold to each participating agency through Med Alliance Group, Inc., a trusted supplier To over 3000 health care customers in the US)	Med Alliance Group, Inc. (MAGI)
Purchase Orders are to be issued to:	Med Alliance Group Inc. 2175 Oakland Drive Sycamore IL 60178
MAGI Sunbiz.Org -State of Florida Registration	F19000004434
MAGI e-Verify Registration #	1657405
ACS Florida Turn-Key Workforce Training SKU	FLG-WFT-002
Turn-Key NCPR Workforce Training Package as Described Below: *NP-CPR workforce training for 21 participants,* *7 NP CPR Training Kits* *(Each NP CPR Training Kit) = 1 EleGARD 2.0,* *1 Box of 10 EleGARD Disposable Covers,* *3 ZOLL Medical ResQPOD 16 ITD's),*	$54,600
Type of Purchase (Proprietary NCPR Training Systems, Broadly Patented Training supplies & Methods of delivering NCPR)	Sole Source AdvancedCPR Solutions LLC

www.ElevatedCPR.com

5201 Eden Avenue | Suite 300
Edina, MN 55436

office: 763.259.3722

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Fire Rescue
Division	
Point of Contact	Chief Bruder
Phone Number	561-742-6326
Vendor	
Company Name	Advanced CPR Solutions/Med Alliance Group
Address	5201 Eden Avenue #300 Edina, MN 55436
Phone Number	763-259-3722
Point of Contact and Title	Senior Director
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	
Product or Service	
Product/Service Name	Elevated CPR/Neuroprotective CPR Workforce Training
Manufacturer	
Make/Model #	
Price	
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	
Why is this price considered to be fair and reasonable? Comparison performed using the State of Florida Managed Services website to compare rates on what they have on file for Consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ☒ No

Section B – Justification

This is a sole source because (choose any that apply):

☒ Sole provider of a licensed or patented good or service

☐ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☐ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? **Please be specific. See attached sole source letter**

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

Signature _____ Date 9/30/24

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☒ to be advertised for a period of 7 business days before award.

Signature _____ Date 10/04/2024

ADVANCEDCPR
SOLUTIONS®

ADVANCEDCPR SOLUTIONS LLC FACT SHEET
RE: NCPR WORKFORCE TRAINING
Boynton Beach Fire Rescue

ACS Fulfillment and Invoicing Partner: **(The transaction for the Seats Trained will be Sold to each participating agency through Med Alliance Group, Inc., a trusted supplier To over 3000 health care customers in the US)**	**Med Alliance Group, Inc. (MAGI)**
Purchase Orders are to be issued to:	**Med Alliance Group Inc.** **2175 Oakland Drive** **Sycamore IL 60178**
MAGI Sunbiz.Org -State of Florida Registration	**F19000004434**
MAGI e-Verify Registration #	**1657405**
ACS Florida Turn-Key Workforce Training SKU	**FLG-WFT-002**
Turn-Key NCPR Workforce Training Package as Described Below:	**$54,600**

NP-CPR workforce training for 21 participants, 7 NP CPR Training Kits

(Each NP CPR Training Kit) = 1 EleGARD 2.0, 1 Box of 10 EleGARD Disposable Covers, 3 ZOLL Medical ResQPOD 16 ITD's),

Type of Purchase **(Proprietary NCPR Training Systems, Broadly Patented Training supplies & Methods of delivering NCPR)**	**Sole Source** **AdvancedCPR Solutions LLC**

www.ElevatedCPR.com

5201 Eden Avenue | Suite 300
Edina, MN 55436

office: 763.259.3722

ADVANCEDCPR
SOLUTIONS®

Re: Sole Source for Neuroprotective CPR Workforce Training Inclusive of the Required Implementation Supplies

The purpose of this letter is to provide you with the information you requested about the availability of Neuroprotective CPR Workforce Training from AdvancedCPR Solutions (ACS).

The method of delivering ElevatedCPR®, or Neuroprotective CPR (NCPR) as it is sometimes referred to in the scientific literature, and the use of the EleGARD Patient Positioning System with circulatory adjuncts and with suction cup equipped chest compression devices were developed and broadly patented by AdvancedCPR Solutions with thirty (32) issued and allowed patents covering both the method and / or the devices needed to properly carry out NCPR.

ACS concurrently developed proprietary clinical education, training and advisory programs on the science and implementation of NCPR that have been delivered to over 8000 clinical educators and providers in the US.

Neuroprotective Head Up CPR requires a paradigm shift in your agency's approach to sudden cardiac arrest involving provision of a comprehensive provider education and training program along with hands on use of the training supplies needed to deploy this technologically advanced bundle of care. It requires the use of a mechanical suction-cup based CPR device, a circulatory adjunct to decrease intrathoracic pressure, and a device to provide the slow, controlled sequential elevation of the head and thorax.

AdvancedCPR Solutions through its authorized logistics and invoicing partner, Med Alliance Group, Inc. is the sole source for Neuroprotective CPR Workforce Training and the training supplies to implement the training your service receives.

Please let me know if additional information is required.

Best regards,

Melissa M Bahr

Melissa M. Bahr, RN, BSN, EMT-P, MHA
Sr. Director, Program Implementation
melissabahr@elevatedcpr.com

5201 Eden Avenue | Suite 300
Edina, MN 55436

office: 763.259.3722

RESOLUTION NO. R24-066

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY TO SUBMIT A SCOPE OF WORK FOR FIRST RESPONDER HIGH-PERFORMANCE RESUSCITATION WORKFORCE TRAINING TO THE FLORIDA DEPARTMENT OF HEALTH DIVISION OF EMERGENCY PREPAREDNESS AND COMMUNITY SUPPORT REQUESTING REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED $54,600, APPROVING THE AGREEMENT FOR THE TRAINING; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fire Rescue Department desires to submit a scope of work to provide High Performance Resuscitation Training to the Florida Department of Health Division of Emergency Preparedness and Community; and

WHEREAS, the Florida Department of Health has agreed to provide funding to complete the training in the City of Boynton Beach; and

WHEREAS, once the scope of work is formally accepted by the Florida Department of Health, the parties desire to enter into an Agreement whereby the City will provide first responder high-performance resuscitation (HP-RT) workforce training to the Florida Department of Health for an amount not to exceed $54,600; and

WHEREAS, the City Commission of the City of Boynton Beach, upon the recommendation of staff, deems it in the best interest of the citizens and residents of the City of Boynton Beach to authorize the Fire Rescue Department to submit a scope of work for the First Responder High-Performance Resuscitation workforce training to the Florida Department of Health Division of Emergency Preparedness and Community Support, and if formally accepted, the City Commission authorizes the City Manager to sign the Agreement reimbursing the City in an amount not to exceed $54,600 for the training services, after review

and approval 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 hereof.

SECTION 2. The City Commission of the City of Boynton Beach hereby authorizes the Fire Rescue Department to submit a scope of work for the First Responder High-Performance Resuscitation workforce training to the Florida Department of Health Division of Emergency Preparedness and Community Support. If the scope of work is formally accepted by the Department of Health, the City Commission hereby authorizes the City Manager to sign the Agreement reimbursing the City in an amount not to exceed $54,600 for the training services after review and approval by the City Attorney's office. The City Manager is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 3. This Resolution shall take effect as provided by law.

[signatures on following page]

PASSED AND ADOPTED this 2nd day of April 2024.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-250- Approving a Memorandum of Understanding between SCORE of Palm Beach County and the City of Boynton Beach.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-250.

Explanation of Request:

SCORE is comprised of volunteers that provide business mentoring, workshops, and entrepreneur roundtables at no cost to assist small business owners to achieve profitable growth, and exchange insight and resources. This MOU aims to set forth the framework to implement an avenue for counseling and coaching for aspiring and existing entrepreneurs, which will enhance business development and employment within the community. The frequency of the services below will be based on mutually agreed-upon timeframes between SCORE and the City, with the Economic Development Division as the point of service location.

SCORE agrees to provide the following at no cost to the City:

1. **Business Educational Services:**
    1. Virtual Mentoring Services: Staff and administer SCORE virtual mentoring office four days a week through CYE2025 SCORE's target is to provide a minimum of 75 1-hour mentoring sessions.
    2. Onsite Mentoring Services (Mentor Mondays)**:** Staff and administer in-person mentoring at the City's location of choice once a month through CYE2025, aiming to deliver a minimum of 50 hours of mentoring sessions.
2. **Advisory Services:** On an on-demand basis, leverage the SCORE Advisory Board Team (SAB) to
    1. Support Businesses in Boynton Beach: Provide free advisory board services to businesses with over $500k in revenue through the Chapter's SAB.
    2. Support the City of Boynton Beach: Provide strategic support to the City's economic plan.
3. **Annual Entrepreneur Accelerator Event:** SCORE will support the City in co-hosting a one-and-a-half-day in-person business-focused event targeting the City's seasoned and emerging entrepreneurs for a donation of $2000 per event. Furthermore, the City can sponsor webinars for a $500 donation per event. SCORE will invoice the City.
4. **Provide a Liaison:** SCORE will provide a dedicated ambassador to serve as the City's

designated liaison to the SCORE.

5. **Joint Marketing:** Cross-promote services and events between the City and SCORE, as appropriate.

Fiscal Impact: The City will not be charged for Business Educational Services and Advisory Services.

Attachments:
R24-250 Agenda_Item_2224-2023_Resolution_for_SCORE_MOU.docx
SCORE-_Boynton_MOU__FINAL.pdf
sunbiz.pdf

RESOLUTION NO. R24-250

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH SCORE ASSOCIATION, INC., THROUGH ITS LOCAL CHAPTER, SERVICE CORE OF RETIRED EXECUTIVES, PALM BEACH COUNTY CHAPTER; AND FOR ALL OTHER PURPOSES.

WHEREAS, SCORE is comprised of volunteers who provide business mentoring, workshops, and entrepreneur roundtables at no cost to assist small business owners in achieving profitable growth and exchanging insight and resources. This MOU aims to set forth the framework to implement an avenue for counseling and coaching for aspiring and existing entrepreneurs, which will enhance business development and employment within the community. The frequencies of the services below will be based on mutually agreed-upon timeframes between SCORE and the City, with the Economic Development Division as the point of service location.

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 Memorandum of Understanding with Score Association, Inc., through its local chapter, Service Core of Retired Executives, Palm Beach County Chapter.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Memorandum of Understanding between Score Association, Inc., through its local chapter, Service Core of Retired Executives, Palm Beach County Chapter, and the City (the “MOU”), 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 MOU and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The Mayor-executed MOU shall be forwarded to Michael Keleher to obtain

execution of the MOU by SCORE. Michael Keleher shall be responsible for ensuring that one fully executed MOU is returned to the City, to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into on this____ day of _____, _____, by and between the **City of Boynton Beach,** on behalf of its Economic Development Division as the point of service, located at 100 E Ocean Ave Boynton Beach, Florida 33425 ("City"), and **Score Association, Inc.**, a Washington DC corporation, through its local chapter, **Service Core of Retired Executives, Palm Beach County Chapter**, located at 500 South Australian Ave Ste 115, West Palm Beach, FL 33401 (SCORE).

SCORE is comprised of volunteers that provide business mentoring, workshops, and entrepreneur roundtables at no cost to assist small business owners to achieve profitable growth, and exchange insight and resources. This MOU aims to set forth the framework to implement an avenue for counseling and coaching for aspiring and existing entrepreneurs, which will enhance business development and employment within the community. The frequencies of the services below will be based on mutually agreed-upon timeframes between SCORE and the City, with the Economic Development Division as the point of service location.

SCORE agrees to provide the following at no cost to the City:

1. **Business Educational Sevices:**
    a. Virtual Mentoring Services: Staff and administer SCORE virtual mentoring office four days a week through CYE2025 SCORE's target is to provide a minimum of 75 1-hour mentoring sessions.
    b. Onsite Mentoring Services (Mentor Mondays)**:** Staff and administer in-person mentoring at the City's location of choice once a month through CYE2025, aiming to deliver a minimum of 50 hours of mentoring sessions.
2. **Advisory Services:** On an on-demand basis, leverage the SCORE Advisory Board Team (SAB) to
    a. Support Businesses in Boynton Beach: Provide free advisory board services to businesses with over $500k in revenue through the Chapter's SAB.
    b. Support the City of Boynton Beach: Provide strategic support to the City's economic plan.
3. **Annual Entrepreneur Accelerator Event:** SCORE will support the City in co-hosting a one-and-a-half-day in-person business-focused event targeting the City's seasoned and emerging entrepreneurs for a donation of $2000 per event. Furthermore the city can sponsor webinars for a $500 donation per event. SCORE will invoice the City.
4. **Provide a Liason:** SCORE will provide a dedicated ambassador to serve as the City's designated liaison to the SCORE.
5. **Joint Marketing:** Cross-promote services and events between the City and SCORE, as appropriate.

The City of Boynton Beach, through the Economic Development Division, agrees to:

1. **Provide Location Access**: Provide service location and designated space for individualized mentoring for the City's entrepreneurs and jointly sponsored events between SCORE and the City.
2. **Resource Support:** In the City's sole discretion, utilize available resources to accommodate the mission set forth by SCORE.
3. **Joint Marketing:** Cross-promote services and events between SCORE and the City, as appropriate.

Indemnification/Hold Harmless.
SCORE will indemnify, defend, and hold City, and its directors, officers, employees, agents, and assigns (collectively, the "City Parties") harmless against any and all claims, liabilities, losses, damages, and expenses City Parties may suffer and which arise directly or indirectly from SCORE's performance under or breach of this MOU. SCORE will have no obligation to indemnify any City Party to the extent the liability is solely caused by such City Party's gross negligence or willful misconduct. Notwithstanding anything herein, and except to the extent sovereign immunity may be deemed to be waived by entering into the MOU, nothing in the MOU is intended to serve as a waiver of sovereign immunity by City nor shall anything included therein be construed as consent by City to be sued by third parties. City is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required pursuant to Section 768.28, Florida Statutes.

Termination. Either party may terminate this MOU by providing written notice of that decision to the other. Such termination will be effective ten (10) days after the delivery of notice by the terminating party.

Governing Law. This MOU will be governed by the laws of the State of Florida. Venue for any litigation between the parties shall be exclusively within Palm Beach County, Florida.

Compliance with Laws. SCORE must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations in the performance of this MOU.

(Signatures on following page)

The parties indicate agreement with this Memorandum of Understanding by their signatures below.

CITY OF BOYNTON BEACH

BY: _____
Ty Penserga
Mayor

APPROVED AS TO FORM

BY: _____
Stacey R. Weinger
Deputy City Attorney

SERVICE CORE OF RETIRED EXECUTIVES

BY: _____
Jason Jackson
Chairman, SCORE Palm Beach County

SCORE | Palm Beach County

POWERED BY SBA
U.S. Small Business Administration

Government, Community, and Institutional Partnerships

Here are a few reasons our ***Municipal/Agency***, **Educational**, and ***Bank*** partners chose SCORE:

SCORE Business Mentoring	SCORE Business Education	SCORE's Marketing Reach	SCORE's DEI Engagement	SCORE Strategy Advice
Trusted by the U.S. Small Business Administration as its premier source for Expert Business Mentors.	Maintains content for thousands of business workshops, on-demand webinars, and a free online business resource library.	Leverages a database of over 12,000 businesses and 240+ chapters to provide marketing support for its strategic partners.	Proven strategic outreach has resulted in a national client database including women (61%), minorities (46%), and veterans (10%).	Business Mentor base is comprised of 70+ seasoned CPAs, lawyers, executives, and entrepreneurs to provide unmatched value in growth initiatives.

Founded in 1964, SCORE is the nation's largest network of volunteer, expert business mentors. More than 10,000 volunteers across 240+ chapters offer free and confidential advice and free or low-cost educational workshops to current and aspiring small business owners. As a result, SCORE remains the federal government's most effective business formation and job creation engine returning $58.93 for every $1.00 appropriated.

Municipal & Agency Partnerships

SCORE Palm Beach supports municipalities, EDAs, and CRAs in their efforts to fuel the city's business community with:

⇒ **Virtual or On-Site Business Mentoring:** Providing free, expert business mentoring to seasoned and emerging business owners.

⇒ **Business Education:** Increasing engagement through SCORE's custom webinars, workshops, and business resources.

⇒ **Event Support:** Providing joint event development, marketing, and execution of business-focused, special events.

⇒ **Strategy Advice:** Supporting economic development strategies, corporate relocations & expansions, and partner introductions through SCORE's Advisory Board.

CONTACT INFORMATION:
ch.admin0224@ScoreVolunteer.org

E
FOR THE LIFE OF YOUR BUSINESS

SCORE PALM BEACH | 500 SOUTH AUSTRAILIAN AVE, SUITE 115 WEST PALM BEACH, FL 33401 | www.PalmBeachCounty.SCORE.ORG

Detail by Entity Name

Foreign Not For Profit Corporation
SCORE ASSOCIATION, INC

Cross Reference Name

SCORE INC

Filing Information

Document Number	F02000005504
FEI/EIN Number	52-1067290
Date Filed	11/01/2002
State	DC
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/12/2024
Event Effective Date	NONE

Principal Address

1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Changed: 02/01/2024

Mailing Address

1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Changed: 02/01/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 04/08/2004

Address Changed: 04/08/2004

Officer/Director Detail

Name & Address

Title President

Weston, Bridget
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title Secretary

McCloskey, John A.
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title Treasurer

Manza, Bob
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title VP

Peluso, Rick
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title Treasurer

Glave, Fred
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title Secretary

Strojny, Nancy
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title Chair

Harkins, Scott
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title Vice Chair

Landry, Mary
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title Director

McKenzie, Douglas
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Title Chair

Tucker, Larry
1165 Herndon Pkwy Ste 100
SUITE 100
Herndon, VA 20170

Annual Reports

Report Year	Filed Date
2022	01/28/2022
2023	04/05/2023
2024	02/01/2024

Document Images

03/12/2024 -- Name Change	View image in PDF format
02/01/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
03/25/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
07/29/2013 -- Amendment	View image in PDF format
04/25/2013 -- ANNUAL REPORT	View image in PDF format
04/13/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/20/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
02/12/2007 -- ANNUAL REPORT	View image in PDF format
01/24/2006 -- ANNUAL REPORT	View image in PDF format

03/11/2005 -- ANNUAL REPORT	View image in PDF format
04/08/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
11/01/2002 -- Foreign Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-251- Approve the adoption of amended "Exhibit A" to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach CRA for funding construction and professional services.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-251.

Explanation of Request: On November 7, 2023, the City of Boynton Beach entered into an Interlocal Agreement with the Boynton Beach CRA for funding construction and professional services within CRA areas as shown in "Exhibit A."

During the FY24-25 budget planning process, City and CRA staff met to discuss an updated project list, which the CRA Board reviewed during the budget planning at their August 13th Board meeting.

Per Paragraph 4 of the ILA, "Exhibit A" shall be updated annually. This amended exhibit reflects the projects as approved during the FY 23-24 Project Fund Budget as well as the FY 24-25 Project Fund Budget.

The CRA Board met on October 8th, 2024, and approved the updated "Exhibit A".

How will this affect city programs or services? The improvements will increase the market value of the properties, increase the profits for residents, and provide beautification for the area.

Fiscal Impact: Funding provided by the CRA under the interlocal agreement.

Attachments:
R24-251 Agenda_Item_2236-2023_Resolution_for_CRA_Funding_Construction_Interlocal_Exhibit.docx
Exhibit A to Resolution - FY24-25 updated Exhibit A
CRA Agenda Item - Oct 08, 2024
ACM for Res. R23-161.pdf
R23-161

RESOLUTION NO. R24-251

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE UPDATED EXHIBIT A TO THE INTERLOCAL AGREEMENT FOR FUNDING CONSTRUCTION AND PROFESSIONAL SERVICES WITH THE CITY OF BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and the City of Boynton Beach Community Redevelopment Agency ("CRA") entered into an Interlocal Agreement for Funding Construction and Professional Services, approved by Resolution No. R23-161 on November 7, 2023; and

WHEREAS, pursuant to section 4 of the Interlocal Agreement, Exhibit A to the Interlocal Agreement may be updated at any time by the mutual consent of both parties and shall be updated at least annually in form mutually consented to by both parties. At such time as each party adopts an identical Exhibit A in a duly noticed public meeting, the Agreement shall be deemed amended such that the most recently adopted Exhibit A replaces the prior version of Exhibit A of the Agreement without further action by the parties; 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 updated Exhibit A to the Interlocal Agreement for Funding Construction and Professional Services with the City of Boynton Beach Community Redevelopment Agency.

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 updated Exhibit A to the Interlocal Agreement for Funding Construction and Professional Services with the City of Boynton Beach Community Redevelopment Agency, in form and substance similar to that attached as "Exhibit A."

SECTION 3. The Interlocal Agreement with the updated Exhibit A shall be retained by the City Clerk as a public record of the City. A copy of the Interlocal Agreement with the updated Exhibit A shall be provided to the CRA.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

EXHIBIT "A"

Fiscal Year 2024-2025 Projects

City Project #	Project Name	BBCRA Funding
1	MLK Jr. Boulevard Streetscape Improvements	$250,000 (design) $550,000 (construction)
2	US 1 Beautification Project Design	$100,000
3	Pence Park Design & Permit	$400,000
4	Harvey Oyer Park Pier Survey & Design	$100,000
5	Senior Center Design	$100,000
6	Jaycee Park Design	$100,000
7	Centennial Park Improvement Designs	$500,000
8	Cottage District Road Improvements Design	$200,000
9	Ocean Avenue Bridge	$225,000

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: October 8, 2024

OLD BUSINESS

AGENDA ITEM 14.C

SUBJECT:
Discussion and Consideration of the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Construction and Professional Services

SUMMARY:
Following the FY23-24 Budget approval in September 2023, the CRA and City entered into an Interlocal Agreement (ILA) to provide CRA funding for design activities, materials and equipment, and installation costs associated with the physical improvements for specific projects as outlined in the CRA's Project Fund (see Attachment I). The ILA which was approved by the City and CRA at their respective meetings on November 7, 2023 and November 13, 2023 details the responsibilities of the City and CRA, the procedures for reimbursement funding to the City, and the reporting requirements by the City to ensure compliance with the Plan and Florida Statutes.

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

The table below provides a current status update on the projects as described in Exhibit A.

City Project Number	Project Name	CRA Funding	Status as of September 2024
1	MLK Jr. Boulevard Streetscape Project (Design)	$250,000	PENDING
2	Jaycee Park Project (Construction)	$250,000	COMPLETED

3	Seacrest Boulevard Improvement (Design)	$100,000	REMOVED
4	E. Ocean Avenue Streetscape (Design)	$100,000	REMOVED
5	2023 US 1 Beautification Project (Design)	$100,000	PENDING

During the FY24-25 budget planning process, CRA and City staff met on July 23rd to discuss an updated project list which was reviewed by the CRA Board during the budget planning at their August 13th Board meeting. Per Paragraph 4 of the ILA, Exhibit A shall be updated at least annually. The updated Exhibit A is summarized in Attachment II.

Exhibit A reflects the projects as approved during the FY 23-24 Project Fund Budget as well as the FY 24-25 Project Fund Budget. Once approved, the document will go to the City Commission for review and approval.

FISCAL IMPACT:
FY 2023-2024 Budget, Project Fund, Line Item 02-58200-406, $575,000
FY 2024-2025 Budget, Project Fund, Line Item 02-58200-406, $1,950,000

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
1. Approve the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for the Interlocal Agreement for Funding Construction and Professional Services.

2. Do not approve the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for the Interlocal Agreement for Funding Construction and Professional Services.

3. Provide alternative direction to staff upon further Board discussion.

ATTACHMENTS:

Description

- Attachment I - R23-161 - ILA for Funding Construction and Professional Services
- Attachment II - FY24-25 Exhibit A

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 7/2023

Proposed Resolution No. R23-161- Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for funding Construction and Professional Services.

Requested Action:

Approve and authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for funding Construction and Professional Services.

Explanation of Request:

The City will be performing construction projects within the Community Redevelopment Area (CRA) to reduce slum, blight, and enhance the redevelopment properties. The Boynton Beach CRA will provide the funding for the projects and will provide annual updates. The agreement will serve as a municipal and public purpose and be consistent with the 2016 CRA plan and requirements of Chapter 163, Florida Statutes.

How will this affect city programs or services?

The improvements will increase the market value of the properties, increase the profits for residents, and provide beautification for the area.

Fiscal Impact:

Funding provided by the CRA for fiscal year 23-24 projects under the interlocal agreement are in the total amount of $960,000.

Attachments:
R23-161 Resolution approving ILA with CRA for Construction and Professional Services
23_1023_Interlocal Agreement-Final.docx

RESOLUTION R23-161

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

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

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

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

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

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

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

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

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

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

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

i. The amount of reimbursement requested;

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

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

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

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

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

this Agreement.

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

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

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

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

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

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

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

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

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

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

13. **No Third-Party Beneficiaries.** No provision of this Agreement is intended to or shall be construed to create any third-party beneficiary or to provide any rights to any person or entity, not a party to this Agreement, including but not limited to any citizen or employees of the **CITY** or the **BBCRA**.

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

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

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

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

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

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

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

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

ATTEST:

City Clerk

CITY OF BOYNTON BEACH, FLORIDA

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

Approved as to Form:

Shawna G. Lamb, City Attorney

ATTEST:

Witness

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, FLORIDA

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

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

BBCRA Attorney

EXHIBIT "A"

Fiscal Year 2023-2024 Projects

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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-252- Approve a drainage Easement Agreement for 735 Shore Drive, Boynton Beach, Florida, with Rick A. Sheffield, for the construction of a 10-foot Utility Easement for a new 24-inch outfall as part of the Coquina Cove neighborhood improvement project. Proposed Resolution No. R24-253- Approve a drainage Easement Agreement for 801 Shore Drive, Boynton Beach, Florida, with Jared Collin and Taylor Collin, for the construction of a 10-foot Utility Easement for a new 24-inch outfall as part of the Coquina Cove neighborhood improvement project

Requested Action: Staff recommends approval of Proposed Resolution No. R24-252 and Proposed Resolution No. R24-253.

Explanation of Request:

The Coquina Cove project design requires an additional stormwater outfall on Shore Drive in an effort to mitigate flooding. On September 24, 2024, Utilities department received both 735 Shore Drive and 801 Shore Drive easement agreement signed by each owner. Utilities negotiated 5 feet from each property, for a total of 10 feet U.E between 735-801 Shore Drive for the installation of a new 24 inch drainage pipe and outfall.

Now that the City has the signed easement agreement by each owner, AECOM can move forward with final design incorporating the new outfall into the project plans and model, for a full project implementation at once.

How will this affect city programs or services?

The project will address existing drainage issues and result in an improved level of service to the neighborhood to reduce flooding and provide improved ingress/egress during major and minor storm events. In addition, the existing water main and gravity sanitary line are being replaced, resulting in improved service and fire protection for the neighborhood.

Fiscal Impact:

Funds for the project are available in the Utilities CIP accounts for Coquina Cove Improvements.

Attachments:
R24-252 Agenda_Item_2237-2023_Resolution_for_735_Shore_Drive_Easement_Agmt.docx
Exhibit A to Resolution - 735 Shore Drive Easement Agreement signed by Owner.pdf
R24-253 Agenda_Item_2237-2023_Resolution_for_801_Shore_Drive_Easement_Agmt.docx
Exhibit A to Resolution - 801 Shore Drive Easement Agreement signed by Owner.pdf

RESOLUTION NO. R24-252

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A DRAINAGE EASEMENT AGREEMENT FOR 735 SHORE DRIVE, BOYNTON BEACH, FLORIDA, WITH RICK A. SHEFFIELD, FOR THE CONSTRUCTION OF A 10-FEET UTILITY EASEMENT FOR A NEW 24-INCH OUTFALL AS PART OF THE COQUINA COVE NEIGHBORHOOD IMPROVEMENT PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, Boynton Beach Utilities is utilizing the General Consulting Services Contract (RFQ No. 046-2821-17/TP) to support implementing the Utilities Capital Improvement Projects. AECOM will provide data collection, stormwater modeling, water main and sanitary sewer upgrades, construction plans and specifications, permitting assistance, bid phase services, public engagement, and limited support services during construction for the Coquina Cove Stormwater, Water Main, and Sanitary Sewer improvements; and

WHEREAS, the Coquina Cove project design requires an additional stormwater outfall on Shore Drive in an effort to mitigate flooding. On September 24, 2024, the Utilities Department received both 735 Shore Drive and 801 Shore Drive easement agreements signed by each owner. Utilities negotiated 5 feet from each property, for a total of 10 feet U.E between 735-801 Shore Drive for the installation of a new 24-inch drainage pipe and outfall; and

WHEREAS, now that the City has the signed easement agreement by each owner, AECOM can move forward with the final design, incorporating the new outfall into the project plans and model for a full project implementation at once; 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 drainage Easement Agreement for 735 Shore Drive, Boynton Beach, Florida, with Rick A. Sheffield, for the construction of a 10-foot Utility Easement for a new 24-inch outfall as part of the Coquina Cove neighborhood improvement project.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a drainage Easement Agreement for 735 Shore Drive, Boynton Beach, Florida, with Rick A. Sheffield, for the construction of a 10-foot Utility Easement for a new 24-inch outfall as part of the Coquina Cove neighborhood improvement project (the "Easement 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 Easement Agreement and any ancillary documents required under the Easement Agreement or necessary to accomplish the purposes of the Easement Agreement and this Resolution.

SECTION 4. Upon execution of the Easement Agreement by the City, the City Clerk shall record the Easement Agreement in the Public Records of Palm Beach County. The City Clerk shall provide a copy of the recorded Easement Agreement to Eduardo Garcia.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

THIS INSTRUMENT PREPARED BY:

Stacey R. Weinger, Esq.
City of Boynton Beach
100 E. Ocean Ave.
Boynton Beach, FL 33435

DRAINAGE EASEMENT AGREEMENT
(735 Shore Drive)

THIS DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made this day of September 24th, 2024, by and between Rick A. Sheffield, having an address at 735 Shore Drive, Boynton Beach, FL 33435 (hereinafter referred to as the "GRANTOR"), and CITY OF BOYNTON BEACH, a Florida municipal corporation, having an address at 100 E. Ocean Avenue, Boynton Beach, FL 33435 (hereinafter referred to as the "GRANTEE").

RECITALS:

1. GRANTOR owns fee simple title to certain real property located in Palm Beach County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Sheffield Property").

2. GRANTEE operates stormwater drainage facilities throughout the City of Boynton Beach and desires to utilize a portion of GRANTOR's property for the purpose of installing a drainage pipe and appurtenant drainage facilities within the easement granted by GRANTOR.

3. GRANTOR desires to grant certain easement rights in the Property to GRANTEE in conjunction therewith for drainage purposes as well as ingress and egress in, over, under, upon, and through the Property for the purpose of maintaining, repairing, and replacing the drainage, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals**. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. **Grant of Drainage Easement**. GRANTOR does hereby grant and convey to the GRANTEE, a perpetual drainage easement (the "Drainage Easement") for the purpose of installing, operating, and maintaining a drainage pipe and appurtenant drainage facilities over, under, and across such areas of the Sheffield Property as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

3. **Construction and Ingress and Egress Easement**. GRANTOR does hereby grant and convey to the GRANTEE a perpetual easement for ingress, egress, regress, construction, repair, and maintenance of the drainage pipe and appurtenant drainage facilities contained within the Drainage Easement. All actions taken by GRANTEE shall be coordinated with GRANTOR so as to minimize any disruption to the Sheffield Property.

4. **Installation and Maintenance of Facilities**. All pipes, drains, and other facilities for which the Drainage Easement have been created shall be initially constructed and thereafter maintained by GRANTEE. GRANTEE agrees, at its sole cost and expense, to maintain, repair, and replace all drainage equipment and facilities located within the Drainage Easement.

a) Upon completion of the construction of the drainage pipe and appurtenances, GRANTEE shall provide GRANTOR an as-built drawing certified by the Registered Land Surveyor or Engineer of Record of all improvements within the Drainage Easement and adjacent areas disturbed and restored due to the construction activities. GRANTEE shall also provide to GRANTOR the Engineer of Record's Certification of Completion.

b) GRANTEE agrees, at its sole expense, to repair and/or replace all portions of the primary structure, any sanitary sewer lines, water lines, landscaping, sod removed or damaged during the construction, reconstruction, operation, and maintenance of the drainage pipe and the appurtenant drainage facilities installed within the Drainage Easement.

c) The GRANTEE shall perform routine quarterly inspections of the improvements installed within the Drainage Easement and shall clean the catch basin on a regular basis.

d) GRANTEE is responsible for the removal of any sand and/or silt and any dredging that may be required due to the addition of sand and/or silt to the canal from the drainage pipe. GRANTOR is not responsible for any silt and/or sand that is deposited into the canal from the GRANTEE'S drainage pipe.

In the event of damage or destruction of the Sheffield Property, including the Drainage Easement area, GRANTEE, wherein such damage or destruction lies, shall promptly repair and restore the area to a condition substantially similar to that immediately prior to such damage or destruction. Said repair and restoration shall be at the sole expense of GRANTEE obligated hereunder to perform the same. In the event that Grantee fails or refuses to so repair or restore the said damage or destruction, within a reasonable period of time under the circumstances, the Grantor may perform said repair or restoration at the expense of Grantee.

5. **Improvements and Restoration**. Except as provided herein, GRANTOR and its successors and assigns agree not to build, construct, or create, or permit others to build, construct, or

create any buildings on the Sheffield Property that may interfere with the maintenance, repair, and/or replacement of the Drainage Easement, and/or any rights of excavation and ingress and egress set forth herein.

a) Following the installation of the drainage facilities by the GRANTEE, the GRANTOR shall be permitted to construct, maintain, repair, install, and rebuild air conditioner units, aboveground pool equipment, and other appurtenances on the Sheffield Property in accordance with Article V, Section 3, of the City's Code of Ordinances, as amended; provided that, the drainage pipe and appurtenant drainage facilities are not disrupted or diminished at any time.

b) GRANTOR shall be permitted to install a fence or retaining wall within the Sheffield Property's side yard lot line located within the Drainage Easement. The fence shall be constructed in a manner that does not interfere with the drainage pipe and appurtenant drainage facilities, in accordance with Part III, Chapter 3, Article V, "Supplemental Regulations," of the City of Boynton Beach Code of Ordinances, as may be amended from time to time, subject to the approval of the City's Planning and Zoning Department and Building Department.

c) In the event the fence or retaining wall must be temporarily removed due to the repair, reconstruction, or maintenance of the drainage pipe and appurtenances, the GRANTEE shall, at its sole cost and expense, re-install the fence or retaining wall using identical materials available, or replace in-kind, in accordance with the City's Code of Ordinances, and the Florida Building Code.

d) GRANTOR shall be permitted work in the Drainage Easement at a depth up to 36" from existing grade.

6. **Indemnification**. To the extent permitted by law, and subject to the provisions of Section 768.28, Fla. Stat., as may be amended from time to time, the GRANTEE agrees to indemnify and hold the GRANTOR harmless from any damage, claim, or injury caused by the actions of the GRANTOR, its officials, representatives, and contractors, to the primary structure or the property as a result of the construction, installation, maintenance, and repair of the drainage pipe and appurtenances located within the Drainage Easement. If GRANTEE is required to indemnify GRANTOR under this Agreement, the limitations on tort liability under Section 768.28, Florida Statutes, shall be the applicable limitations for GRANTEE's indemnification obligations under this Agreement, regardless of the nature or basis of the claim asserted. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by GRANTEE, nor shall anything included herein be construed

as consent by GRANTEE to be sued by third parties in any matter arising out of this Agreement.

7. **Covenants Running with the Land**. All of the covenants and easements herein will be perpetual and will constitute covenants running with the title to the Sheffield Property, will be binding upon any and all persons and entities, their respective successor in or interesting, and to all or a portion of the Sheffield Property. Benefits deriving there from will inure to all persons and entities, their respective successor in interest, tenants, licensees, assigns, heirs, and personal representatives having or hereafter acquiring any right, title, or interest in all or any portion of the Sheffield Property.

8 **Miscellaneous**. This Easement shall be construed under the laws of the State of Florida. Grantor may, at Grantor's cost and expense, record this Easement and any amendments hereto in the Public Records of Palm Beach County, Florida. This Easement may only be modified, supplemented, or revised in writing signed by the parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Palm Beach County, Florida.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

Print Name: David Sanchez
Address: 4344 Tomato Blvd
Boynton Beach, Fl. 33436

GRANTOR:

By: Rick A. Sheffield
Rick A. Sheffield

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12th day of September, 2024 by RICK A. SHEFFIELD who is personally known to me or who has produced (type of identification) _____ as identification.

Notary Public State of Florida
Vivian Ibarra
My Commission HH 072838
Expires 12/16/2024

NOTARY PUBLIC
Print Name: Vivian Ibarra
My Commission Expires: 12/16/24

ATTEST:

GRANTEE

CITY OF BOYNTON BEACH, FLORIDA, a Florida municipal corporation

By: _____
Maylee DeJesus, MMC, City Clerk

By: _____
Ty Penserga, Mayor

Approved as to form and legal sufficiency:

By: _____
Shawna G. Lamb, City Attorney

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2024 by TY PENSERGA as Mayor of the City of Boynton Beach, who is personally known to me or who has produced (type of identification) as identification.

_____
NOTARY PUBLIC
Print Name:_____

My Commission Expires:_____

EXHIBIT "A"
RICK A. SHEFFIELD PROPERTY

Certain real property located in Palm Beach County, Florida more particularly described as follows:

Property Address: 735 Shore Drive, Boynton Beach, Florida
Property Control Number: 08-43-45-22-06-000-0400

LOT 40, COQUINA COVE ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 24, PAGE 14, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

Certain real property located in Palm Beach County, Florida more particularly described as follows:

THE EAST 5 FEET OF LOT 40, PLAT OF COQUINA COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. CONTAINING 562 SQUARE FEET, MORE OR LESS.

EXHIBIT A

DESCRIPTION OF 5' DRAINAGE EASEMENT

The East 5 feet of lot 40, Plat of Coquina Cove, according to the Plat thereof, as recorded in Plat Book 24, Page 14, of the Public Records of Palm Beach County, Florida.

Containing 562 square feet, more or less.

SURVEYOR'S NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011 (NAD83/2011).
THE BASIS OF BEARINGS IS SOUTH 89°55'53" EAST RELATIVE TO THE CENTERLINE OF SHORE DRIVE.

2. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=20' OR SMALLER.

3. ADDITIONS OR DELETIONS TO THIS SKETCH BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE THE SIGNING PARTY.

4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, MAP OR PLAT IS NOT VALID AND FOR INFORMATIONAL PURPOSES ONLY.

5. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON THAT BENIFIT OR ENCUMBER THE LAND SHOWN HEREON.

6. NEITHER THE SKETCH NOR THE DESCRIPTION ARE COMPLETE WITHOUT THE OTHER.

7. THIS IS NOT A SURVEY.

CERTIFICATE OF SURVEYOR:
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

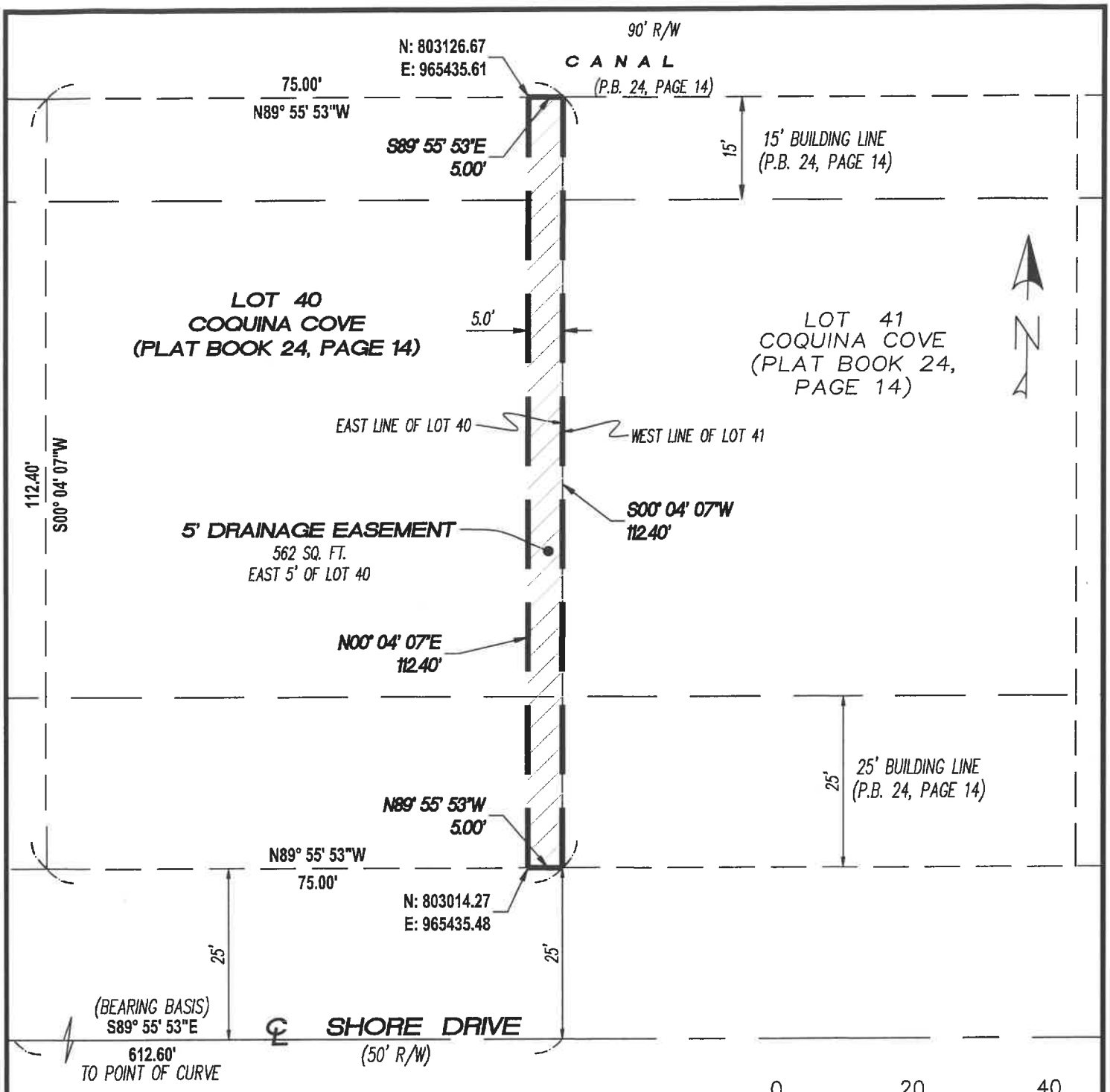
THOMAS E. WHIDDEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NUMBER 6225

THOMAS EDWARD WHIDDEN LICENSE NUMBER 6225 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Whidden Surveying & Mapping, Inc.
9200 Belvedere Road, Ste 114
Royal Palm Beach, FL 33411
Phone: 561.790.5515
Fax: 561.790.6557
www.whiddensurveying.com
Licensed Buisness No. 7232

5' DRAINAGE EASEMENT
735 Shore Drive
Boynton Beach, FL 33435-2849

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
TMW	CJL	30JUL24	1"=20'	24-0439	1 OF 2



LEGEND

- ℄ = CENTERLINE
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- PG = PAGE
- O.R.B. = OFFICIAL RECORD BOOK OF PALM BEACH COUNTY
- N 5000 / E 5000 = STATE PLANE COORDINATES

5' DRAINAGE EASEMENT
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DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
TMW	CJL	30Jul24	1"=20'	24-0439	2 OF 2

RESOLUTION NO. R24-253

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A DRAINAGE EASEMENT AGREEMENT FOR 801 SHORE DRIVE, BOYNTON BEACH, FLORIDA, WITH JARED COLLIN AND TAYLOR COLLIN, FOR THE CONSTRUCTION OF A 10-FEET UTILITY EASEMENT FOR A NEW 24-INCH OUTFALL AS PART OF THE COQUINA COVE NEIGHBORHOOD IMPROVEMENT PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, Boynton Beach Utilities is utilizing the General Consulting Services Contract (RFQ No. 046-2821-17/TP) to support implementing the Utilities Capital Improvement Projects. AECOM will provide data collection, stormwater modeling, water main and sanitary sewer upgrades, construction plans and specifications, permitting assistance, bid phase services, public engagement, and limited support services during construction for the Coquina Cove Stormwater, Water Main, and Sanitary Sewer improvements; and

WHEREAS, the Coquina Cove project design requires an additional stormwater outfall on Shore Drive in an effort to mitigate flooding. On September 24, 2024, the Utilities Department received both 735 Shore Drive and 801 Shore Drive easement agreements signed by each owner. Utilities negotiated 5 feet from each property, for a total of 10 feet U.E between 735-801 Shore Drive for the installation of a new 24-inch drainage pipe and outfall; and

WHEREAS, now that the City has the signed easement agreement by each owner, AECOM can move forward with the final design, incorporating the new outfall into the project plans and model for a full project implementation at once; 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 drainage Easement Agreement for 801 Shore Drive, Boynton Beach, Florida, with Jared Collin and Taylor Collin, for the construction of a 10-foot Utility Easement for a new 24-inch outfall as part of the Coquina Cove neighborhood improvement project.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a drainage Easement Agreement for 801 Shore Drive, Boynton Beach, Florida, with Jared Collin and Taylor Collin, for the construction of a 10-foot Utility Easement for a new 24-inch outfall as part of the Coquina Cove neighborhood improvement project (the "Easement 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 Easement Agreement and any ancillary documents required under the Easement Agreement or necessary to accomplish the purposes of the Easement Agreement and this Resolution.

SECTION 4. Upon execution of the Easement Agreement by the City, the City Clerk shall record the Easement Agreement in the Public Records of Palm Beach County. The City Clerk shall provide a copy of the recorded Easement Agreement to Eduardo Garcia.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

THIS INSTRUMENT PREPARED BY:

Stacey R. Weinger, Esq.
City of Boynton Beach
100 E. Ocean Ave.
Boynton Beach, FL 33435

DRAINAGE EASEMENT AGREEMENT
(801 Shore Drive)

THIS DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made this day of September 23rd 2024, by and between Jared Collin and Taylor Collin, having an address at 801 Shore Drive, Boynton Beach, FL 33435 (hereinafter referred to as the "GRANTOR"), and CITY OF BOYNTON BEACH, a Florida municipal corporation, having an address at 100 E. Ocean Avenue, Boynton Beach, FL 33435 (hereinafter referred to as the "GRANTEE").

RECITALS:

1. GRANTOR owns fee simple title to certain real property located in Palm Beach County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Collin Property").

2. GRANTEE operates stormwater drainage facilities throughout the City of Boynton Beach and desires to utilize a portion of GRANTOR's property for the purpose of installing a drainage pipe and appurtenant drainage facilities within the easement granted by GRANTOR.

3. GRANTOR desires to grant certain easement rights in the Property to GRANTEE in conjunction therewith for drainage purposes as well as ingress and egress in, over, under, upon, and through the Property for the purpose of maintaining, repairing, and replacing the drainage, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals**. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. **Grant of Drainage Easement**. GRANTOR does hereby grant and convey to the GRANTEE, a perpetual drainage easement (the "Drainage Easement") for the purpose of installing, operating, and maintaining a drainage pipe and appurtenant drainage facilities over, under, and across such areas of the Collin Property as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

3. **Construction and Ingress and Egress Easement**. GRANTOR does hereby grant and convey to the GRANTEE a perpetual easement for ingress, egress, regress, construction, repair, and maintenance of the drainage pipe and appurtenant drainage facilities contained within the Drainage Easement. All actions taken by GRANTEE shall be coordinated with GRANTOR so as to minimize any disruption to the Collin Property.

4. **Installation and Maintenance of Facilities**. All pipes, drains, and other facilities for which the Drainage Easement have been created shall be initially constructed and thereafter maintained by GRANTEE. GRANTEE agrees, at its sole cost and expense, to maintain, repair, and replace all drainage equipment and facilities located within the Drainage Easement.

a) Upon completion of the construction of the drainage pipe and appurtenances, GRANTEE shall provide GRANTOR an as-built drawing certified by the Registered Land Surveyor or Engineer of Record of all improvements within the Drainage Easement and adjacent areas disturbed and restored due to the construction activities. GRANTEE shall also provide to GRANTOR the Engineer of Record's Certification of Completion.

b) GRANTEE agrees, at its sole expense, to repair and/or replace all portions of the primary structure, any sanitary sewer lines, water lines, landscaping, sod removed or damaged during the construction, reconstruction, operation, and maintenance of the drainage pipe and the appurtenant drainage facilities installed within the Drainage Easement.

c) The GRANTEE shall perform routine quarterly inspections of the improvements installed within the Drainage Easement and shall clean the catch basin on a regular basis.

d) GRANTEE is responsible for the removal of any sand and/or silt and any dredging that may be required due to the addition of sand and/or silt to the canal from the drainage pipe. GRANTOR is not responsible for any silt and/or sand that is deposited into the canal from the GRANTEE'S drainage pipe.

In the event of damage or destruction of the Collin Property, including the Drainage Easement area, GRANTEE, wherein such damage or destruction lies, shall promptly repair and restore the area to a condition substantially similar to that immediately prior to such damage or destruction. Said repair and restoration shall be at the sole expense of GRANTEE obligated hereunder to perform the same. In the event that Grantee fails or refuses to so repair or restore the said damage or destruction, within a reasonable period of time under the circumstances, the Grantor may perform said repair or restoration at the expense of Grantee.

5. **Improvements and Restoration**. Except as provided herein, GRANTOR and its successors and assigns agree not to build, construct, or create, or permit others to build, construct, or

create any buildings on the Collin Property that may interfere with the maintenance, repair, and/or replacement of the Drainage Easement, and/or any rights of excavation and ingress and egress set forth herein.

a) Following the installation of the drainage facilities by the GRANTEE, the GRANTOR shall be permitted to construct, maintain, repair, install, and rebuild air conditioner units, aboveground pool equipment, and other appurtenances on the Collin Property in accordance with Article V, Section 3, of the City's Code of Ordinances, as amended; provided that, the drainage pipe and appurtenant drainage facilities are not disrupted or diminished at any time.

b) GRANTOR shall be permitted to install a fence or retaining wall within the Collin Property's side yard lot line located within the Drainage Easement. The fence shall be constructed in a manner that does not interfere with the drainage pipe and appurtenant drainage facilities, in accordance with Part III, Chapter 3, Article V, "Supplemental Regulations," of the City of Boynton Beach Code of Ordinances, as may be amended from time to time, subject to the approval of the City's Planning and Zoning Department and Building Department.

c) In the event the fence or retaining wall must be temporarily removed due to the repair, reconstruction, or maintenance of the drainage pipe and appurtenances, the GRANTEE shall, at its sole cost and expense, re-install the fence or retaining wall using identical materials available, or replace in-kind, in accordance with the City's Code of Ordinances, and the Florida Building Code.

d) GRANTOR shall be permitted work in the Drainage Easement at a depth up to 36" from existing grade.

6. **Indemnification**. To the extent permitted by law, and subject to the provisions of Section 768.28, Fla. Stat., as may be amended from time to time, the GRANTEE agrees to indemnify and hold the GRANTOR harmless from any damage, claim, or injury caused by the actions of the GRANTOR, its officials, representatives, and contractors, to the primary structure or the property as a result of the construction, installation, maintenance, and repair of the drainage pipe and appurtenances located within the Drainage Easement. If GRANTEE is required to indemnify GRANTOR under this Agreement, the limitations on tort liability under Section 768.28, Florida Statutes, shall be the applicable limitations for GRANTEE's indemnification obligations under this Agreement, regardless of the nature or basis of the claim asserted. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by GRANTEE, nor shall anything included herein be construed as consent by GRANTEE to be sued by third parties in any matter arising out of this Agreement.

7. **Covenants Running with the Land**. All of the covenants and easements herein will be perpetual and will constitute covenants running with the title to the Collin Property, will be binding upon any and all persons and entities, their respective successor in or interesting, and to all or a portion of the Collin Property. Benefits deriving there from will inure to all persons and entities, their respective successor in interest, tenants, licensees, assigns, heirs, and personal representatives having or hereafter acquiring any right, title, or interest in all or any portion of the Collin Property.

8 **Miscellaneous**. This Easement shall be construed under the laws of the State of Florida. Grantor may, at Grantor's cost and expense, record this Easement and any amendments hereto in the Public Records of Palm Beach County, Florida. This Easement may only be modified, supplemented, or revised in writing signed by the parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Palm Beach County, Florida.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

Print Name: TYLER FORBES
Address:

Print Name: Samantha Workman
Address: 1799 Isabela Road Oeste, Boca Raton

GRANTOR:

By: Jared Collin

By: Taylor Collin

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of X physical presence or □ online notarization, this 23rd day of September, 2024 by JARED COLLIN and TAYLOR COLLIN, who are personally known to me or who has produced (type of identification) as identification.

HALEY G. SEALS
Commission # HH 438854
Expires August 31, 2027

NOTARY PUBLIC
Print Name: Haley G. Seals
My Commission Expires: Aug. 31st, 2027

ATTEST:

GRANTEE

CITY OF BOYNTON BEACH, FLORIDA, a Florida municipal corporation

By: _____
Maylee DeJesus, MMC, City Clerk

By: _____
Ty Penserga, Mayor

Approved as to form and legal sufficiency:

By: _____
Shawna G. Lamb, City Attorney

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2024 by TY PENSERGA as Mayor of the City of Boynton Beach, who is personally known to me or who has produced (type of identification) as identification.

_____
NOTARY PUBLIC
Print Name:_____

My Commission Expires:_____

EXHIBIT "A"
JARED AND TAYLOR COLLIN PROPERTY

Certain real property located in Palm Beach County, Florida more particularly described as follows:

Property Address: 801 Shore Drive, Boynton Beach, Florida
Property Control Number: 08-43-45-22-06-000-0410

LOT 41, OF PLAT OF COQUINA COVE, ACCORDIING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 14, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

Certain real property located in Palm Beach County, Florida more particularly described as follows:

THE WEST 5 FEET OF LOT 41, PLAT OF COQUINA COVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. CONTAINING 562 SQUARE FEET, MORE OR LESS.

EXHIBIT A

DESCRIPTION OF 5' DRAINAGE EASEMENT

The West 5 feet of lot 41, Plat of Coquina Cove, according to the Plat thereof, as recorded in Plat Book 24, Page 14, of the Public Records of Palm Beach County, Florida.

Containing 562 square feet, more or less.

SURVEYOR'S NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011 (NAD83/2011).
THE BASIS OF BEARINGS IS SOUTH 89°55'53" EAST RELATIVE TO THE CENTERLINE OF SHORE DRIVE.

2. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=20' OR SMALLER.

3. ADDITIONS OR DELETIONS TO THIS SKETCH BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE THE SIGNING PARTY.

4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, MAP OR PLAT IS NOT VALID AND FOR INFORMATIONAL PURPOSES ONLY.

5. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON THAT BENIFIT OR ENCUMBER THE LAND SHOWN HEREON.

6. NEITHER THE SKETCH NOR THE DESCRIPTION ARE COMPLETE WITHOUT THE OTHER.

7. THIS IS NOT A SURVEY.

CERTIFICATE OF SURVEYOR:
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WERE MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE APPLICABLE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

THOMAS E. WHIDDEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NUMBER 6225

THOMAS EDWARD WHIDDEN LICENSE NUMBER 6225 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

5' DRAINAGE EASEMENT
801 Shore Drive
Boynton Beach, FL 33435-2849

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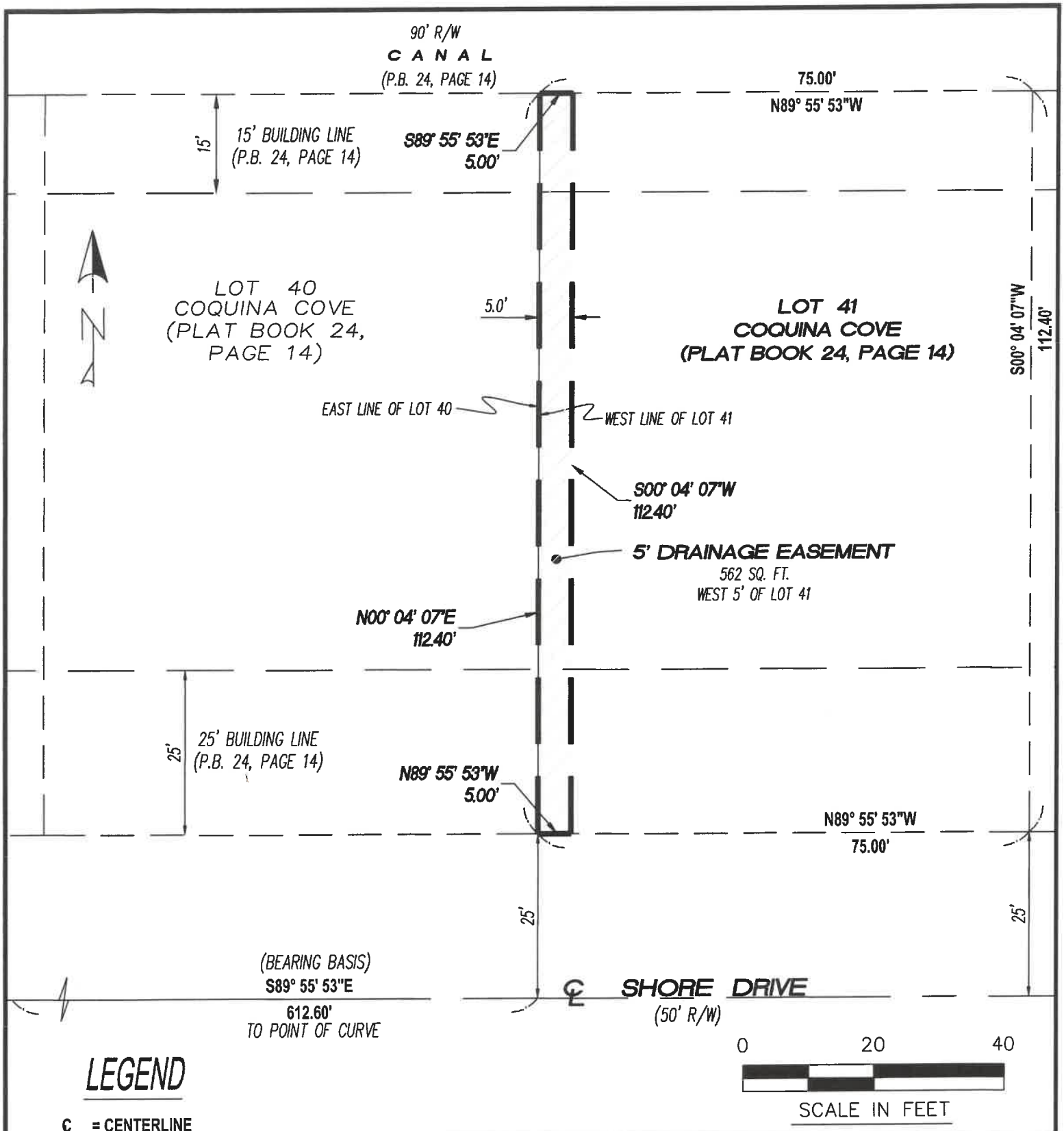
Licensed Buisness No. 7232

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
TMW	CJL	30JUL24	1"=20'	24-0439	1 OF 224



LEGEND

- ℄ = CENTERLINE
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- PG = PAGE
- O.R.B. = OFFICIAL RECORD BOOK OF PALM BEACH COUNTY
- N 5000 / E 5000 = STATE PLANE COORDINATES

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DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
TMW	CJL	30JUL24	1"=20'	24-0439	2 OF 225

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-254- Approve the purchase AWC A-102-Plus Antiscalant for the West Water Treatment Plant in the amount of $67,100 from American Water Chemicals, Inc. as the sole source supplier.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-254.

Explanation of Request:

Antiscalant is used in the nanofiltration treatment process to keep treatment membranes from fouling with minerals.

In 2021, a study was completed by the University of Central Florida by the title of, “West Nanofiltration Membrane Water Treatment Plant: Bench-Scale Pretreatment Study and Supply Well Fouling Potential Evaluation.” The study recommended use of American Water Chemicals, Inc. AWC A-102-Plus Antiscalant to prevent fouling of the nanofiltration membranes at the West Water Plant.

The City of Boynton Beach Utilities Department uses Antiscalant for the West Water Treatment Plant and American Water Chemicals, Inc. is the sole source provider for AWC A-102-Plus Antiscalant.

How will this affect city programs or services?

American Water Chemicals, Inc. membrane Antiscalant assists the City in maintaining excellent water quality without fouling water treatment plant membranes.

Fiscal Impact:

The fiscal impact to the Utilities is for the amount of $67,100 which is budgeted in Process Chemicals operating account.

Attachments:
R24-254 Agenda_Item_2239-2023_Resolution_for_AWC_A-102Plaus_Chemical_Purchase.docx

Exhibit A to Resolution - 22032654_Boyton_A102Plus_24-25.pdf
SoleSource_BoyntonBeach_A102Plus_24-25.pdf
AWC Sole Source Antiscalant PK.pdf

RESOLUTION NO. R24-254

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE AWC A-102-PLUS ANTISCALANT FOR THE WEST WATER TREATMENT PLANT IN THE AMOUNT OF $67,100 FROM AMERICAN WATER CHEMICALS, INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, Antiscalant is used in the nanofiltration treatment process to keep treatment membranes from fouling with minerals; and

WHEREAS, in 2021, a study was completed by the University of Central Florida titled “West Nanofiltration Membrane Water Treatment Plant: Bench-Scale Pretreatment Study and Supply Well Fouling Potential Evaluation.” The study recommended the use of American Water Chemicals, Inc. AWC A-102-Plus Antiscalant to prevent fouling of the nanofiltration membranes at the West Water Plant; and

WHEREAS, the City of Boynton Beach Utilities Department uses Antiscalant for the West Water Treatment Plant and American Water Chemicals, Inc. is the sole source provider for AWC A-102-Plus Antiscalant; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the purchase AWC A-102-Plus Antiscalant for the West Water Treatment Plant in the amount of $67,100 from American Water Chemicals, Inc.

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 AWC A-102-Plus Antiscalant for the West Water Treatment Plant in the amount of $67,100 from American Water Chemicals, Inc., as further detailed in “Exhibit A“ attached hereto.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMERICAN WATER CHEMICALS
1802 CORPORATE CENTER LANE
PLANT CITY FL 33563
USA

SALES QUOTATION

Copy

Quotation No.: 22032654
Quotation Date: 09/23/24
Valid Until: 10/31/25
Customer No.: C00172
Customer Ref. No.:
Page No.: Page 1 of 1

BILL TO	SHIP TO	VALID UNTIL
CITY OF BOYNTON BEACH PO BOX 310 BOYNTON BEACH FL 33435 USA	**WEST WTP** 5469 WEST BOYNTON BEACH BLVD BOYNTON BEACH FL 33437 USA	10/31/25

Sales Employee: Tim Rees
Contact Name: FORD BABCOCK - WEST
Terms: Net30
Ship Via:
Freight Terms: PREPAID

Item No.	Description	# of Pkgs	Quantity	Unit Price	Total
A102PLUS.2500LB	AWC A-102 PLUS, 2500LB TOTE	22 TOTE(S)	55,000 LBS	$ 1.2200	$ 67,100.00

Subtotal	$ 67,100.00
Shipping	
Tax	
Total Order Value	**$ 67,100.00**

Remarks: QUOTE VALID FOR PERIOD 11/1/24 TO 10/31/25.

ESTIMATED LEAD-TIME TO SHIP IS 10 WORKDAYS AFTER RECEIPT OF ORDER

September 23, 2024

Mr. Ford Babcock
City of Boynton Beach
PO Box 310
Boynton Beach, FL 33435

RE: Sole Source Statement for AWC A-102Plus

Mr. Babcock,

This letter is to confirm that the products listed below are solely manufactured by American Water Chemicals and are not available for distribution from any other source. There are no identical equivalents on the market.

- AWC A-102Plus

Please feel free to contact us if you require any additional information regarding these products.

Tony de Almeida
Operations Manager

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Utilities
Division	Water Quality & Treatment
Point of Contact	Bryan Heller
Phone Number	561-742-6420
Vendor	
Company Name	American Water Chemicals, Inc.
Address	1802 Corporate Center Ln., Plant City, FL 33563
Phone Number	813-246-5448
Point of Contact and Title	John McMullen, Customer Service and Sales Support
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	N/A
Product or Service	
Product/Service Name	AWC A-102-Plus Antiscalant
Manufacturer	American Water Chemicals, Inc.
Make/Model #	N/A
Price	$67,100 for 22 Totes
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	
Why is this price considered to be fair and reasonable? Comparison performed using the State of Florida Managed Services website to compare rates on what they have on file for Consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ☒ No

Section B – Justification

This is a sole source because (choose any that apply):

☒ Sole provider of a licensed or patented good or service

☐ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☐ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? **Please be specific:**

American Water Chemicals, Inc. product AWC A-102-Plus Antiscalant was recommended as a result of the 2021 Study, "West Nanofiltration Membrane Water Treatment Plant: Bench-Scale Pretreatment Study and Supply Well Fouling Potential Evaluation."

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

Signature _____ Date 09/24/24

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☐ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☐ to be advertised for a period of 7 business days before award.

Signature _____ Date _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-255- Accepting the Grant award for the General Program Support Grant for $36,878.11 with the Knight Foundation, and execute all future documents associated with the grant, subject to the approval of the City Attorney.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-255.

Explanation of Request:

Knight Foundation believes arts and culture are at the core of community, connecting people to place and to one another. Investing in arts and culture is central to Knight's effort to build stronger, better informed and more engaged communities. Knight Foundation funds the application of technology to the creation, dissemination and experience of art. On August 30, the City of Boynton Beach was awarded a 2024 Florida General Program Support Grant in the amount of $36,878.11 from the John S. and James L. Knight Foundation.

How will this affect city programs or services?

The General Program Support Grant will be dedicated to aid with preserving, promoting, and presenting creative thought-provoking art experiences that are culturally rich and diverse.

Fiscal Impact:

The General Support Grant awarded by the Knight Foundation is expected to fund $36,878.11 throughout the project's lifecycle, and requires no cost-sharing.

Attachments:
R24-255 Agenda_Item_2243-2023_Resolution_for_Knight_Foundation_Grant.docx
2024 Florida General Program Support.docx
Award.pdf

RESOLUTION NO. R24-255

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCEPTING A JOHN S. AND JAMES L. KNIGHT FOUNDATION GRANT IN THE AMOUNT OF $36,878.11 FROM THE KNIGHT FOUNDATION FOR THE 2024 FLORIDA GENERAL PROGRAM SUPPORT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Knight Foundation believes arts and culture are at the core of community, connecting people to place and one another. Investing in arts and culture is central to Knight's effort to build stronger, better-informed, and more engaged communities. Knight Foundation funds the application of technology to the creation, dissemination, and experience of art. On August 30, 2024, the City of Boynton Beach was awarded a 2024 Florida General Program Support Grant in the amount of $36,878.11 from the John S. and James L. Knight Foundation; 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 accepting a John S. and James L. Knight Foundation Grant in the amount of $36,878.11 from the Knight Foundation for the 2024 Florida General Program Support.

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 accepting a John S. and James L. Knight Foundation Grant in the amount of $36,878.11 from the Knight Foundation for the 2024 Florida General Program Support.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents necessary to accomplish the purposes of this Resolution, subject to approval by the City Attorney.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Congratulations! Your grant for 2024 Florida General Program Support has been approved. The payment will be processed shortly with the banking information you have provided. If you have not yet provided your organization's banking information, please do so as quickly as possible. It is important to note that funds cannot be disbursed until we receive this information.

Below is the grant acknowledgment. Please review to ensure that you understand the use of the funds.

JOHN S. AND JAMES L. KNIGHT FOUNDATION
GRANT ACKNOWLEDGMENT

1. RECEIPT: City of Boynton Beach hereby acknowledges receipt of the John S. and James L. Knight Foundation grant G-2024-70934 in the amount of $36,878.11. By accepting this grant, we agree to comply with its terms as described in this Grant Acknowledgment.
2. TAX-EXEMPT STATUS: Our organization's acceptance of this grant signifies that our tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization is current, that we will keep our tax-exempt status current throughout the period of this grant and that we will comply with all applicable federal and state laws and regulations that govern the use of grants from private foundations to our organization. As required by IRS rules, Knight Foundation funds will not be used to carry on propaganda or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; to make a grant to any individual for travel, study, or other similar purposes or to make a sub-grant to any other organization unless the Grant complies with Section 4945(d)(3) or (4) of the Internal Revenue Code and the Grant has been detailed in the approved grant plan and budget; to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Code Section 501(c)(3); or to undertake any activity for any purpose other than the charitable and educational purposes specified in Section 170(c)(2)(B) of the Internal Revenue Code. Furthermore, we agree to use the grant funds for the purposes approved by the Foundation described below and understand that any alternative use of grant funds must be authorized in advance in writing by Knight Foundation. Notwithstanding the preceding sentence, the Grantee shall comply with all other terms and conditions of this Grant Acknowledgement.
3. COMMUNICATION: You shall provide the text of any proposed donor recognition of Knight Foundation to Knight Foundation for its prior written approval to communications@kf.org. Grantee can find communications guidelines at: kf.org/communications.
4. PURPOSE: Purpose of grant as follows -

   To support organizations in Knight Florida communities with general program support in the 2024-25 fiscal year.

All future correspondence regarding this grant should refer to grant G-2024-70934.

Sincerely,

Victoria J. Rogers
VP/Arts
KNIGHT FOUNDATION

Communication from the Knight Foundation - Grant Acknowledgement

to: "Mirna Crompton" <cromptonm@bbfl.us>

Dear Crompton,

Congratulations! Your grant for **2024 Florida General Program Support** has been approved. The payment will be processed shortly with the banking information you have provided. If you have not yet provided your organization's banking information, please do so as quickly as possible. It is important to note that funds cannot be disbursed until we receive this information.

Below is the grant acknowledgment. Please review to ensure that you understand the use of the funds.

JOHN S. AND JAMES L. KNIGHT FOUNDATION
GRANT ACKNOWLEDGMENT

1. **RECEIPT: City of Boynton Beach** hereby acknowledges receipt of the John S. and James L. Knight Foundation grant G-2024-70934 in the amount of $36,878.11. By accepting this grant, we agree to comply with its terms as described in this Grant Acknowledgment.
2. **TAX-EXEMPT STATUS:** Our organization's acceptance of this grant signifies that our tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization is current, that we will keep our tax-exempt status current throughout the period of this grant and that we will comply with all applicable federal and state laws and regulations that govern the use of grants from private foundations to our organization. As required by IRS rules, Knight Foundation funds will not be used to carry on propaganda or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; to make a grant to any individual for travel, study, or other similar purposes or to make a sub-grant to any other organization unless the Grant complies with Section 4945(d)(3) or (4) of the Internal Revenue Code and the Grant has been detailed in the approved grant plan and budget; to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Code Section 501(c)(3); or to undertake any activity for any purpose other than the charitable and educational purposes specified in Section 170(c)(2)(B) of the Internal Revenue Code. Furthermore, we agree to use the grant funds for the purposes approved by the Foundation described below and understand that any alternative use of grant funds must be authorized in advance in writing by Knight Foundation. Notwithstanding the preceding sentence, the Grantee shall comply with all other terms and conditions of this Grant Acknowledgement.
3. **COMMUNICATION:** You shall provide the text of any proposed donor recognition of Knight Foundation to Knight Foundation for its prior written approval to communications@kf.org. Grantee can find communications guidelines at: kf.org/communications.

4. **PURPOSE:** Purpose of grant as follows -

To support organizations in Knight Florida communities with general program support in the 2024-25 fiscal year.

All future correspondence regarding this grant should refer to grant G-2024-70934.

Sincerely,

Victoria J. Rogers
VP/Arts
KNIGHT FOUNDATION

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-256- Approve the subordination of Utility easement interests for parcel 800.7 for the Florida Department of Transportation (FDOT), Woolbright Rd. and I-95 Interchange improvements project.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-256.

Explanation of Request:

The scope of this project consists of milling, resurfacing, and widening along Woolbright Road to expand the typical section through the I-95 interchange to three through lanes in each direction, expand the interchange off-ramp terminals to include triple left-turn lanes, provide dual left-turn lanes and a fourth westbound through lane at the SW 8th Street intersection. Shared use paths, sidewalks, and designated bike lanes will be provided. The I-95 mainline will be resurfaced, and the median barrier wall will be reconstructed for maintenance of traffic purposes. The scope includes signing and pavement marking, lighting, and signalization upgrades.

As part of the improvements, the City needs to subordinate utility easements at the intersection of Woolbright Rd. and Corporate Drive, as shown in Exhibit “A” of the attached subordination documents. The Subordination Agreement requires the City to indemnify FDOT for any claims or actions arising from the City's easement.

How will this affect city programs or services? Coordination and collaboration with Florida Department of Transportation to provide better commuting options in the City.

Fiscal Impact: None

Attachments:
R24-256 Agenda_Item_2215-2023_Resolution_for_FDOT_Subordination.docx
Exhibit A to Resolution - Parcel 800-7.pdf
437279-1 Roadway Plans-Woolbright Rd & Corporate Drive.pdf

RESOLUTION NO. R24-256

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SUBORDINATION OF CITY UTILITY INTERESTS FOR PARCEL 800.7 FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION WOOLBRIGHT ROAD AND I-95 INTERCHANGE IMPROVEMENTS PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the scope of this project consists of milling, resurfacing, and widening along Woolbright Road to expand the typical section through the I-95 interchange to three through lanes in each direction, expand the interchange off-ramp terminals to include triple left-turn lanes, provide dual left-turn lanes and a fourth westbound through lane at the SW 8th Street intersection. Shared use paths, sidewalks, and designated bike lanes will be provided. The I-95 mainline will be resurfaced, and the median barrier wall will be reconstructed for maintenance of traffic purposes. The scope also includes signing and pavement marking, lighting, and signalization upgrades; and

WHEREAS, as part of the improvements, the City needs to subordinate utility easements at the intersection of Woolbright Road and Corporate Drive, as shown in exhibit “A” of the attached subordination documents; 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 Subordination of City Utility Interests for parcel 800.7 for the Florida Department of Transportation Woolbright Road and I-95 Interchange improvements project.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Subordination of City Utility Interests between the State of Florida Department of Transportation (FDOT) and the City for parcel 800.7 for the Woolbright Road and I-95 Interchange improvements project (“the Agreement”) in the form and substance similar to that attached as

"Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The Mayor-executed Agreement shall be forwarded to Milot Emile to obtain execution and recording of the Agreement by FDOT. Milot Emile shall ensure that a copy of the recorded Agreement is returned to the City to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

23-UTL.04-07/18

This instrument prepared under the direction of:
Elizabeth S. Quintana, Esq. _____
District Four Assistant General Counsel
Legal Description prepared by:
DRMP INC.
Blake A. Bussard, P.S.M. (12/14/2023)
Document prepared by:
Alverene Arjun (06/03/2024)
Florida Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309

Parcel No.	800.7
Item/Segment No.	4372791
Section:	93220-2560
Managing District:	04
S.R. No.	9/I-95 @ West Woolbright Rd.
County:	Palm Beach

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT entered into this _____ day of _____, 20_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the FDOT, and the **CITY OF BOYNTON BEACH, a municipality of the State of Florida**, hereinafter called the CITY.

W I T N E S S E T H:

WHEREAS, the CITY presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the CITY to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the CITY'S facilities relocated if necessary, to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CITY and FDOT agree as follows:

CITY subordinates to the interest of FDOT its successors and assigns, any and all of its interest in the lands as follows, viz:

(See Sketch and Legal Description attached hereto as Exhibit "A")

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R.B. & PG.
Easement	04/17/1979	S.J. Jarvis, as Trustee	City of Boynton Beach	3042 / 1765
Easement	10/14/1979	S.J. Jarvis, as Trustee	City of Boynton Beach	03383 / 0199

PROVIDED that the CITY has the following rights:

1. The CITY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT'S current minimum standards for such facilities as required by the FDOT, Utility Accommodation Manual in the effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the CITY or require the CITY to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Not withstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The CITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.

4. The CITY agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the CITY exercising its rights outlined in Paragraphs 1 and 3 above.

[SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Attorney approved as to form:

_____
Name: ELIZABETH S. QUINTANA
District 4 Assistant General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
Name: **STEVEN C. BRAUN, P.E.**
District 4 Secretary

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

Witness (1) Information:

_____
Witness (1) Signature:

_____
Witness (1) Print Name:

Address: 3400 West Commercial Blvd., Suite 300
Fort Lauderdale, FL 33309

Witness (2) Information:

_____
Witness (2) Signature:

_____
Witness (2) Print Name:

Address: 3400 West Commercial Blvd., Suite 300
Fort Lauderdale, FL 33309

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20_____, by **STEVEN C. BRAUN, P.E., District 4 Secretary**, who is personally known by me or who has produced _____ as identification.

(SEAL)

_____
Notary Public

_____
Printed or stamped name of Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

ATTEST: _____

Print Name: _____
Clerk (or Deputy Clerk)

CITY OF BOYNTON BEACH, a municipality of the State of Florida
By Its Board of City Commissioners

By: _____

Print Name: _____
Its Mayor
(or Vice-Mayor)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(Official Seal)

By: _____
City Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20_____, by _____, Mayor (or Vice-Mayor) on behalf of the **CITY OF BOYNTON BEACH, a municipality of the State of Florida**, who is personally known to me or who has produced _____ as identification.

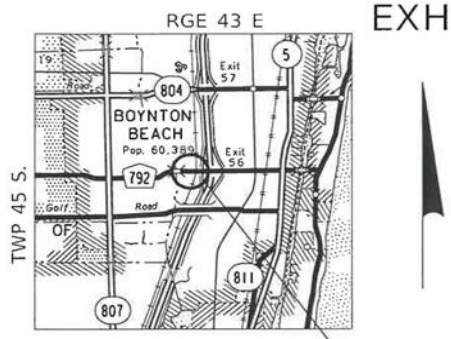
(SEAL)

_____
Notary Public

_____
Printed or stamped name of Notary Public

My Commission Expires: _____

EXHIBIT "A"



LOCATION MAP
NOT TO SCALE

PARCEL VICINITY

LEGEND

Δ	=	CURVE DELTA ANGLE
℄	=	BASELINE
C.B.	=	CHORD BEARING
EXIST.	=	EXISTING
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.	=	FINANCIAL PROJECT
F.P.&L	=	FLORIDA POWER AND LIGHT
L	=	LENGTH OF CURVE
LB	=	LICENSED BUSINESS
N.T.S.	=	NOT TO SCALE
O.R.B.	=	OFFICIAL RECORDS BOOK
P℄	=	PROPERTY LINE
(P)	=	PLAT
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RADIUS
RGE.	=	RANGE
RT.	=	RIGHT
R/W	=	RIGHT OF WAY
S.R.	=	STATE ROAD
STA.	=	STATION
TWP.	=	TOWNSHIP
U.E.	=	UTILITY EASEMENT

PARCEL 800

OWNER = BOYNTON COMMERCE CENTER INC.,
AN INACTIVE FLORIDA CORPORATION

PARENT TRACT AREA = 1.5329 Acres
PARCEL 800 EASEMENT AREA = 2,559 SQUARE FEET

GENERAL NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983/1990 ADJUSTMENT. THE GRID BEARING OF N 84°47'44" E HAS BEEN ESTABLISHED BETWEEN MONUMENTS C1 AND C2 AS SHOWN ON THE PROJECT NETWORK CONTROL (PNC) SHEETS FPID 231932-2-52-01 ON FILE WITH THE DISTRICT FOUR SURVEYING AND MAPPING DEPARTMENT IN FORT LAUDERDALE, FLORIDA. THE FOLLOWING ARE THE COORDINATES FOR SAID MONUMENTS:

POINT	NORTHING	EASTING	DESCRIPTION
C1	793,760.955	960,861.072	FDOT BRASS DISC IN CONCRETE
C2	793,873.406	962,095.648	FDOT BRASS DISC IN CONCRETE

2. THIS SKETCH EXISTS SOLEY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

3. ALL BEARINGS AND DISTANCES HAVE BEEN CALCULATED UNLESS OTHERWISE NOTED.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
3400 WEST COMMERCIAL BOULEVARD
FT. LAUDERDALE, FLORIDA 33309
954-777-4560

VAULT:/RWMAPPING/r4372791_sr9/Parcel Sketches/RWPS800.dgn

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. 9 (I-95) AT WEST WOOLBRIGHT RD — PALM BEACH COUNTY

	BY	DATE	PREPARED BY: DRMP INC. LB#2648	SCALE: N.T.S.	FED. PROJ. D421-053-B
DRAWN	BAB	08/29/23			
CHECKED	JMF	08/30/23	F.P. NO. 437279-1	SECTION 93220-2560	SHEET 1 OF 4

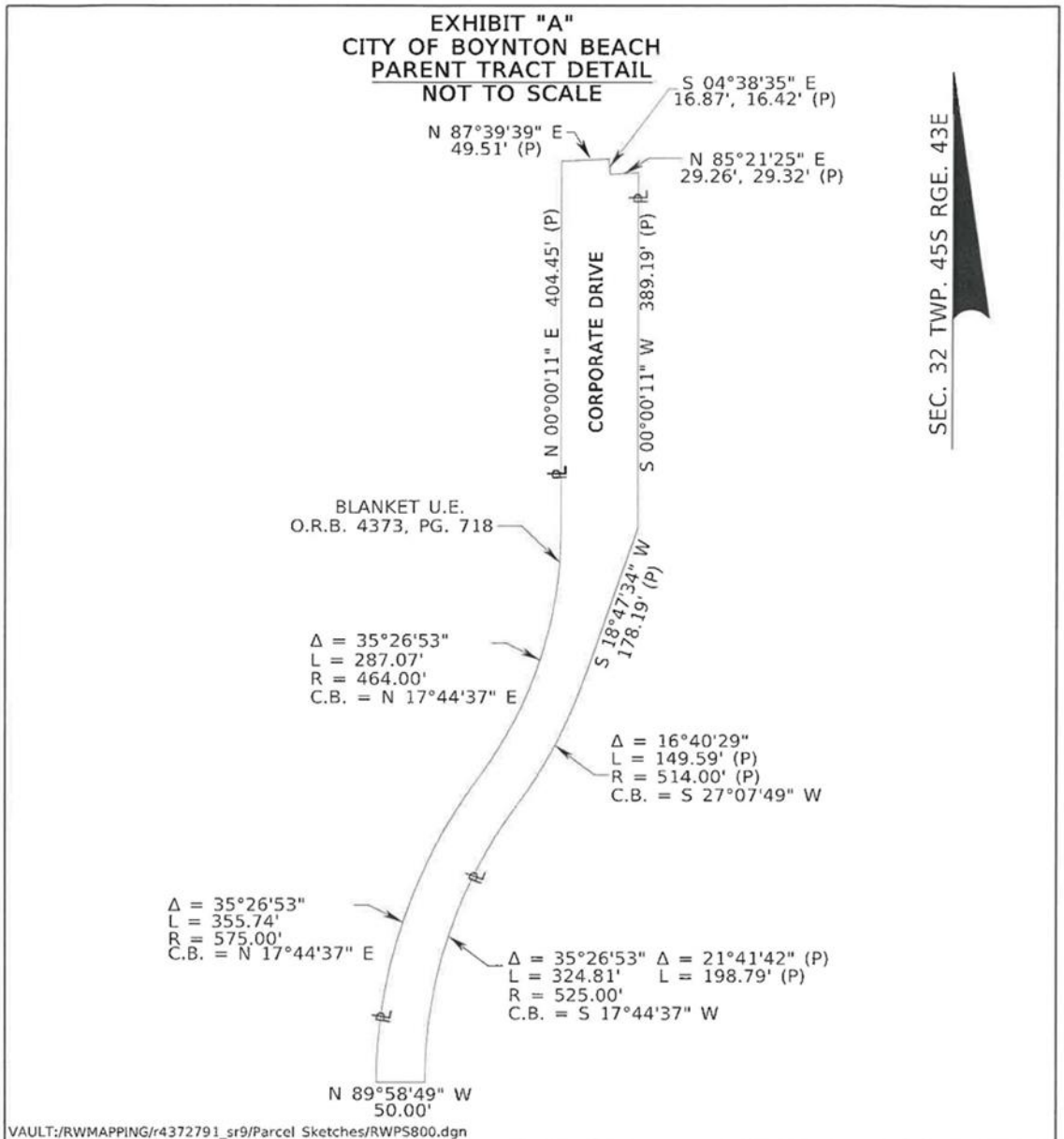


EXHIBIT "A"
CITY OF BOYNTON BEACH
PARENT TRACT DETAIL
NOT TO SCALE
S 04°38'35" E
16.87', 16.42' (P)
N 87°39'39" E
49.51' (P)
N 85°21'25" E
29.26', 29.32' (P)
℄
N 00°00'11" E 404.45' (P)
CORPORATE DRIVE
S 00°00'11" W 389.19' (P)
SEC. 32 TWP. 45S RGE. 43E
BLANKET U.E.
O.R.B. 4373, PG. 718
S 18°47'34" W
178.19' (P)
Δ = 35°26'53"
L = 287.07'
R = 464.00'
C.B. = N 17°44'37" E
Δ = 16°40'29"
L = 149.59' (P)
R = 514.00' (P)
C.B. = S 27°07'49" W
Δ = 35°26'53"
L = 355.74'
R = 575.00'
C.B. = N 17°44'37" E
Δ = 35°26'53" Δ = 21°41'42" (P)
L = 324.81' L = 198.79' (P)
R = 525.00'
C.B. = S 17°44'37" W
N 89°58'49" W
50.00'
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FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL SKETCH - NOT A SURVEY
STATE ROAD NO. 9 (I-95) AT WEST WOOLBRIGHT RD
PALM BEACH COUNTY
PREPARED BY: DRMP INC. LB#2648
SCALE: N.T.S.
FED. PROJ. D421-053-B
DRAWN BAB 08/29/23
CHECKED JMF 08/30/23
F.P. NO. 437279-1
SECTION 93220-2560
SHEET 2 OF 4
ADD 4373/718 BAB 12/14/23
REVISION BY DATE

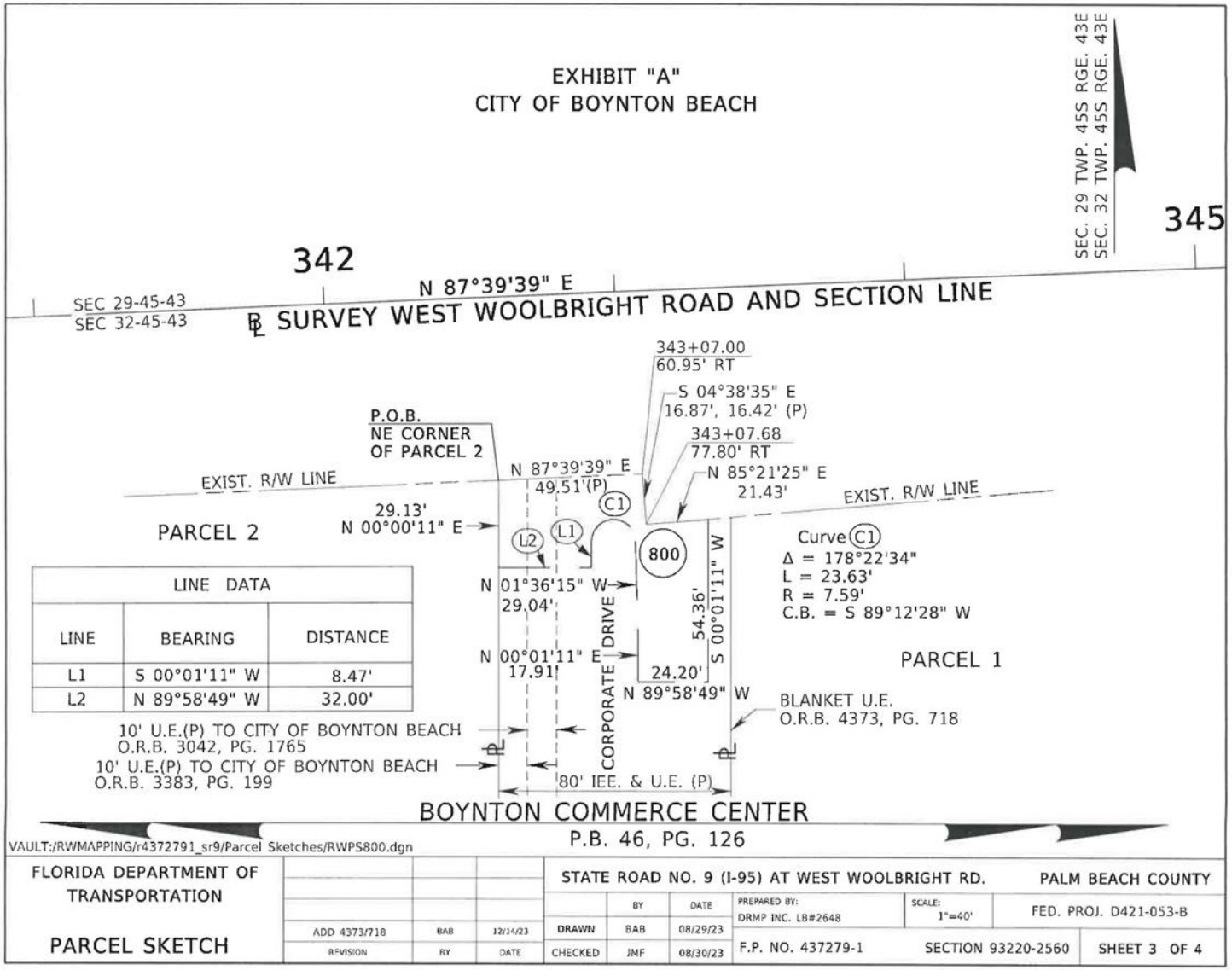


EXHIBIT "A"
CITY OF BOYNTON BEACH
SEC. 29 TWP. 45S RGE. 43E
SEC. 32 TWP. 45S RGE. 43E
342
345
SEC 29-45-43
SEC 32-45-43
N 87°39'39" E
℄ SURVEY WEST WOOLBRIGHT ROAD AND SECTION LINE
343+07.00
60.95' RT
S 04°38'35" E
16.87', 16.42' (P)
343+07.68
77.80' RT
N 85°21'25" E
21.43'
P.O.B.
NE CORNER
OF PARCEL 2
N 87°39'39" E
49.51'(P)
EXIST. R/W LINE
EXIST. R/W LINE
29.13'
N 00°00'11" E
PARCEL 2
C1
L1
L2
800
Curve C1
Δ = 178°22'34"
L = 23.63'
R = 7.59'
C.B. = S 89°12'28" W
LINE DATA
LINE | BEARING | DISTANCE
L1 | S 00°01'11" W | 8.47'
L2 | N 89°58'49" W | 32.00'
N 01°36'15" W
29.04'
N 00°01'11" E
17.91'
DRIVE
CORPORATE
54.36'
S 00°01'11" W
24.20'
N 89°58'49" W
PARCEL 1
BLANKET U.E.
O.R.B. 4373, PG. 718
10' U.E.(P) TO CITY OF BOYNTON BEACH
O.R.B. 3042, PG. 1765
10' U.E.(P) TO CITY OF BOYNTON BEACH
O.R.B. 3383, PG. 199
℄
℄
80' IEE. & U.E. (P)
BOYNTON COMMERCE CENTER
P.B. 46, PG. 126
VAULT:/RWMAPPING/r4372791_sr9/Parcel Sketches/RWPS800.dgn
FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL SKETCH
ADD 4373/718 | BAB | 12/14/23
REVISION | BY | DATE
STATE ROAD NO. 9 (I-95) AT WEST WOOLBRIGHT RD.
PALM BEACH COUNTY
DRAWN | BAB | 08/29/23
CHECKED | JMF | 08/30/23
PREPARED BY: DRMP INC. LB#2648
SCALE: 1"=40'
FED. PROJ. D421-053-B
F.P. NO. 437279-1
SECTION 93220-2560
SHEET 3 OF 4

EXHIBIT "A"

Parcel 800

A portion of BOYNTON COMMERCE CENTER, according to the plat thereof, as recorded in Plat Book 46, Page 126 of the Public Records of Palm Beach County, Florida, lying in Section 32, Township 45 South, Range 43 East, more particularly described as follows:

Begin at the Northeasterly corner of Parcel 2 of BOYNTON COMMERCE CENTER, a point on the Southerly Existing Right of Way Line of West Woolbright Road, the POINT OF BEGINNING; thence along said West Woolbright Road, North 87°39'39" East, a distance of 49.51 feet; thence South 04°38'35" East, a distance of 16.87 feet; thence North 85°21'25" East, a distance of 21.43 feet; thence South 00°01'11" West, a distance of 54.36 feet; thence North 89°58'49" West, a distance of 24.20 feet; thence North 00°01'11" East, a distance of 17.91 feet; thence North 01°36'15" West, a distance of 29.04 feet to the beginning of a curve concave Southerly, having a chord bearing of South 89°12'28" West; thence along said curve, having a radius of 7.59 feet, through a central angle of 178°22'34", an arc distance of 23.63 feet to the end of said curve; thence South 00°01'11" West, a distance of 8.47 feet; thence North 89°58'49" West, a distance of 32.00 feet to a point on the Easterly line of said Parcel 2; thence North 00°00'11" East, a distance of 29.13 feet to a point on the Southerly Existing Right of Way line of said West Woolbright Road, also being the POINT OF BEGINNING.

Containing 2,559 square feet more or less.

A perpetual easement for the purpose of constructing and maintaining roadway signalization equipment, tying in, and harmonizing sidewalk, curb, and pavement markings, etc., including the right to access, ingress and egress, and such other rights that are necessary and incidental to said construction and maintenance to be undertaken by the department.

I hereby certify that the sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17 Florida Administrative Code pursuant to section 472-027, Florida Statutes.

Blake A. Bussard 9/18/23

BLAKE A. BUSSARD Date:
Professional Surveyor and Mapper
Registration No. 7435
State of Florida

NOT VALID UNLESS SIGNED AND SEALED

VAULT:/RWMAPPING/r4372791_sr9/Parcel Sketches/RWPS800.dgn

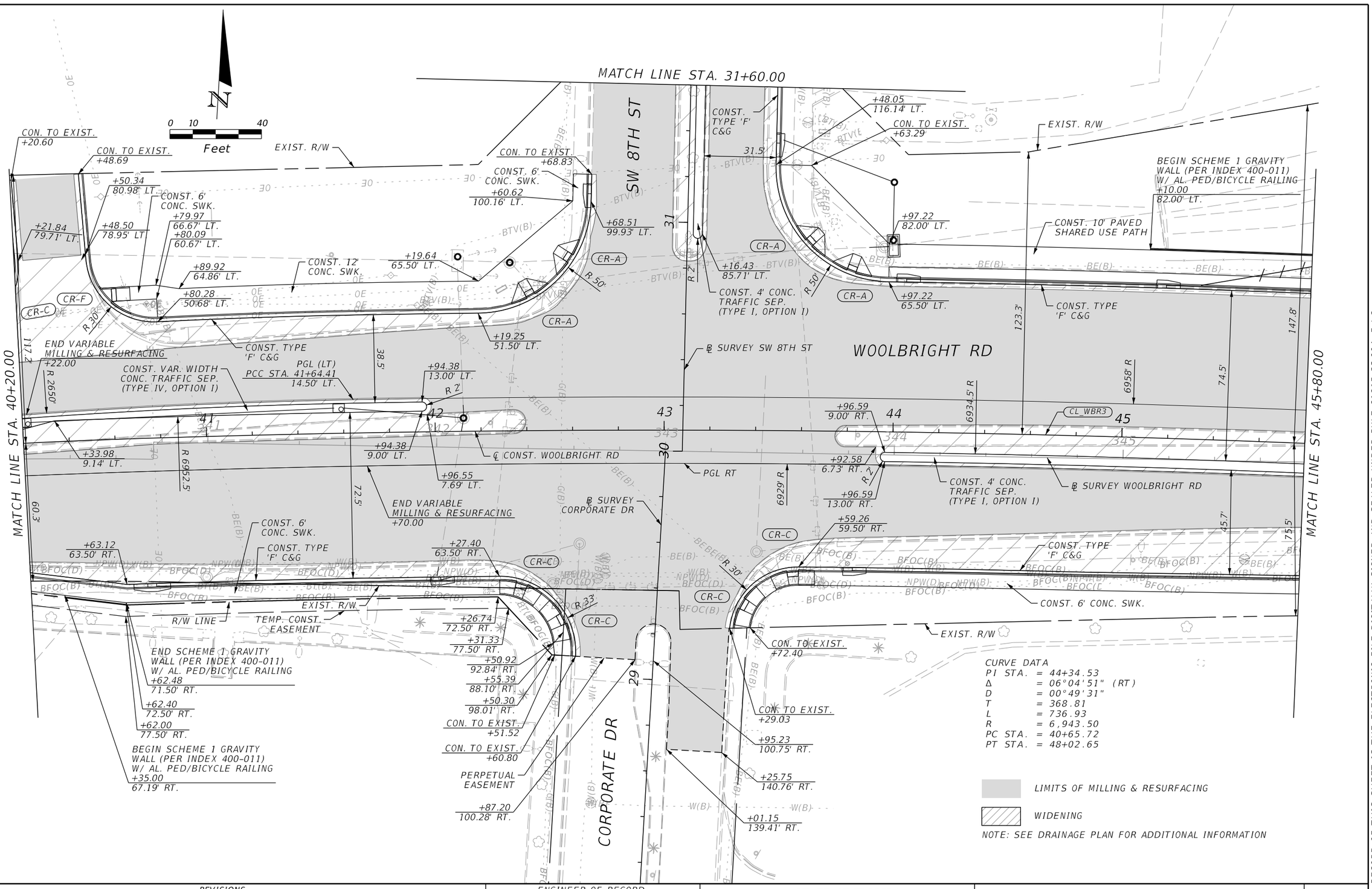
REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. 9 (I-95) AT WEST WOOLBRIGHT RD **PALM BEACH COUNTY**

	BY	DATE	PREPARED BY:	SCALE:	
			DRMP INC. LB#2648	N.T.S.	FED. PROJ. D421-053-B
DRAWN	BAB	08/29/23			
CHECKED	JMF	08/30/23	F.P. NO. 437279-1	SECTION 93220-2560	SHEET 4 OF 4



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

ANTHONY SFAMENI, P.E.
LICENSE NUMBER: 70038
COLLIERS ENGINEERING & DESIGN, INC.
7284 W. PALMETTO PARK RD, SUITE 201-S
BOCA RATON, FLORIDA 33433

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	437279-1-52-01

ROADWAY PLAN

SHEET NO. 38

7/16/2024 5:44:06 PM jessica.smith
R:\Projects\21003197A I-95 at Woolbright Rd\437279152O1_CE\Roadway\PLANRD01.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Commission Meeting Minutes.

Requested Action: Approve minutes from the September 23, 2024, City Commission Meetings.

Explanation of Request: The City Commission met on September 23, 2024, and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

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

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

Attachments:
September 23, 2024 City Commission Meeting Minutes.docx

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Monday, September 23, 2024, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Thomas Turkin
Commissioner Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Aimee Kelley

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order – Mayor Penserga

Mayor Penserga called the meeting to order at 6:02 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll. A quorum was present.

Invocation by Pastor Bryce Hutson, Christ Fellowship Church.

Invocation was given by Pastor Hutson.

Pledge of Allegiance to the Flag led by Commissioner Woodrow Hay.

The Pledge was led by Commissioner Hay.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Cruz added Community Support Funds, as item #5B.

2. Adoption

Motion:

Commissioner Turkin moved to approve the agenda as amended. Commissioner Hay seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Cruz disclosed that she spoke to the non-profits in regards to her Community Support Funds.

Vice Mayor Kelley stated that she spoke to Neil Shuler in regards to item #10C.

Commissioner Hay thanked the City for the Proclamation to the St. John Baptist Church.

Commissioner Turkin stated that he spoke to Neil Shuler, and correspondence from a few people regarding item #10C. He thanked City staff for joining him to wish Sushi Simon a congratulations for being #1 Sushi restaurant in the area, and he gave the restaurant kudos.

3. Announcements, Community and Special Events and Presentations

A. Proclamation- 76th Anniversary of Boynton Beach Kiwanis.

Mayor Penserga read the proclamation into the record.

Tom Ramiccio thanked the Council for recognizing the Kiwanis Club, and introduced members of the organization. He spoke about some of the things they do for the community, and invited everyone to come to their meetings.

B. Announcement by Boynton Woman's Club Board Members, Christie Hintz and Barbara Erlichman, of the 100th Birthday Celebration of the Addison Mizner designed Historic Woman's Club.

Mayor Penserga congratulated Commissioner Hay's on both his 80th Birthday and 59th Wedding anniversary.

Debra Tucker, 2nd Vice President, gave a history on the Woman's Club.

Barbara Erlichman thanked the City for it's continued support and announced their 100th Birthday Celebration event.

4. <u>Public Comments on Consent Agenda Items</u>

Public Comments on Consent Agenda Items: Any citizen may be heard concerning any matter on the Consent Agenda. 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).

Daniel Dugger asked if the Commission would like to add a discussion item to allow dispensaries or not, prior to the passage of the Amendment 3 on Election Day.

Attorney Lamb spoke about regulating the selling of marijuana within the City, and she mentioned that other cities are doing the same.

There was consensus to have this discussion on the October 1st Commission Meeting.

David Merker spoke about the history of the 19th amendment that gave women the power to vote.

Susan Oyer thanked the Utilities Department for being helpful to her this week. She spoke about gas lines going into her neighborhood and asked how many people are using gas and why they are being put in. She mentioned having septic tanks in her yard, and about the $12K bill regarding this. She asked about grants to help with this bill.

Cindy Faldo De Corrado spoke about back alleyways that have tall grass. She mentioned the Police Officer that removed her from a Commission Meeting being allowed to be there, and that she has had to go to therapy because of the situation.

5. Administrative

A. Advisory Board Appointments

Motion:

Vice Mayor Kelley moved to approve London Nelson as the Citizen engaged as real estate professional in the affordable housing advisory committee. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Mayor Penserga moved to approve Christine Lang as a Regular Member of the Library Board. Commissioner Turkin seconded the motion. The motion passed

unanimously.

Vice Mayor Kelley moved to approve Veronica Anepete as a Regular Member of the Library Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

Commissioner Cruz moved to approve Donna Mitchell as an alternate Member of the Library Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Commissioner Hay moved to approve Verna Henry as an alternate Member of the Library Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

Commissioner Hay moved to approve Rebecca Shelton as a Regular Member of the Senior Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

B. Community Support Funds. (added by Commissioner Cruz)

Commissioner Cruz announced the organizations and amount of funds that she wants to donate from her Community Support Funds.

Motion:

Commissioner Turkin moved to approve Commissioner Cruz's Community Support Funds. Commissioner Hay seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R24-206- Approve and authorize the Mayor to sign Community Development Block Grant (CDBG) sub award agreements with Pathways to Prosperity, Inc., Boynton Beach Faith Based Community Development Corporation, Inc., and Legal Aid Society of Palm Beach County, Inc., as adopted by Resolution No. R24-165 for CDBG FY2024 one-year Annual Action Plan.

B. Proposed Resolution No. R24-207- Approve the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2021-2022 and Local Housing Incentives Certification.

C. Proposed Resolution No. R24-208- Approve the auction of the surplus vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers.

D. Proposed Resolution No. R24-209- Approve the full release of surety and authorize the return of the performance bond (No. PB12270900120) to the developer (Isram Riverwalk LLC) for the project known as Riverwalk Plaza (Project No.19-2505).

E. Proposed Resolution No. R24-210- Approving a template Facility Use Agreement for entities desiring to use City spaces for meetings, programs, and/or events.

F. Proposed Resolution No. R24-211- Approve the renewal of insurance policies for flood insurance coverage with Wright Flood for the policies with effective dates of September 24, 2024, and September 27, 2024.

G. Proposed Resolution No. R24-212- Amend the location from Ocean Avenue to Little League Park- Field 3 for the Energy Efficiency and Conservation Block Grant in the amount of $134,990 offered by the Department of Energy.

H. Proposed Resolution No. R24-213- Authorizing the Mayor to sign releases of code enforcement liens.

I. Proposed Resolution No. R24-214- Approving and authorizing the mayor to sign a Mural Artist Agreement with Blythe Armstrong for a visual art design entryway feature for the Historic Barton Cemetery as part of the Unity Project in an amount not to exceed $5,000.

J. Proposed Resolution No. R24-215- Approve Permit Application, Notice of Commencement, and Permission to Install forms submitted by Fast Signs - Lake Worth, to install a Monument Sign in front of the Boynton Beach Arts & Cultural Center.

K. Proposed Resolution No. R24-216- Approving the conditional settlement and release in the amount of $100,000 for the resolution of Kathryn Matos v. City of Boynton Beach, EEOC Charge No. 510-2024 and related claims.

L. Approve the renewal and annual expenditure for the one-year extension

for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities under $100,000.

M. Commission Meeting Minutes.

Commissioner Hay pulled items #6E and #6K.

Motion:

Commissioner Turkin moved to approve the consent agenda, as amended. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

6E. Proposed Resolution No. R24-210- Approving a template Facility Use Agreement for entities desiring to use City spaces for meetings, programs, and/or events.

Commissioner Hay asked in layman's term to have this explained.

Kelley Armstead, Arts & Culture Division Director, spoke about the facility agreements that are being used, free of charge, to certain organizations. She mentioned that some organizations do pay for facility use.

Motion

Commissioner Hay moved to approve Resolution No. R24-210. Commissioner Cruz seconded the motion. The motion passed unanimously.

6K. Proposed Resolution No. R24-216- Approving the conditional settlement and release in the amount of $100,000 for the resolution of Kathryn Matos v. City of Boynton Beach, EEOC Charge No. 510-2024 and related claims.

Commissioner Hay stated that he does not recall when they voted on this amount. He asked how we came up with this when they had no closed-door session to discuss this.

Attorney Lamb spoke about the charge that Kathryn Matos has against the City, and what this agreement is for.

Commissioner Hay asked if this releases the City from her being able to come back and sue us. He said that he had no say in this agreement.

Attorney Lamb spoke about the EEOC Charge and what the process was to come up with the $100K amount.

Commissioner Hay said that he is not going to approve this.

Commissioner Turkin reiterated if this complaint was brought forward because there was a HIPAA violation.

Attorney Lamb spoke about the alleged violation that subjected the City to a lawsuit.

Commissioner Turkin spoke about the issue that happened, and the huge violation that it could cause, and he said that this could have cost the City a lot more. He stated that he understands the process.

Commissioner Hay said that they do not know if the allegations are true or not., and that he needs more time to talk about this.

Commissioner Turkin spoke about the allegations being pretty extreme. He said that his responsibility is to be fiscally responsible with taxpayers' dollars.

Commissioner Cruz stated that they are throwing a lot of opinions and that it should be discussed individually.

Attorney Lamb spoke about the time sensitivity.

Mayor Penserga spoke about having closed door sessions before for other matters.

Attorney Lamb explained what situations will allow closed door sessions, and what will not.

Motion

Commissioner Turkin moved to table Resolution No. R24-216 to October 1. Commissioner Hay seconded the motion. The motion passed 4-1, with Vice Mayor Kelley dissenting.

7. Consent Bids and Purchases over $100,000

A. Approve the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities over $100,000.

B. Proposed Resolution No. R24-217- Approve a piggyback agreement with GT Supplies, Inc., for the repair and maintenance of Solid Waste and Recycling equipment for commercial customers containers with an annual expenditure not to exceed $250,000, utilizing City of West Palm Beach Contract ITB 22-23-111MK.

C. Proposed Resolution No. R24-218- Approve an increase to the annual expenditure of the agreement between the City of Boynton Beach and Blue Marlin Investments d/b/a Cayco Landscaping from $340,000 to a total annual amount of $418,000.

D. Proposed Resolution No. R24-219- Approve a First Amendment to the Piggyback Agreement with ErgoFlex Systems, Inc., d/b/a Xybix Systems, Inc., for the second phase of renovation and upgrading of the Boynton Beach Police Department's Communications Center, 2080 High Ridge Road, in an amount not to exceed $135,207.32.

E. Proposed Resolution No. R24-220- Approve a Piggyback Agreement with Municipal Emergency Services, Inc., utilizing Lake County, FL, Contract #22-730G, for Fire Equipment, Supplies, and Services for an annual amount not to exceed $160,000.

Motion:

Commissioner Hay moved to approve the Consent Bids and Purchases over $100,000. Commissioner Turkin 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 Resolution No. R24-221- Adopt the Final millage rate for the General Fund for Fiscal Year 2024-2025. Proposed Resolution No. R24-222- Adopt the Final Budget for the General Fund and all other funds for Fiscal Year 2024-2025.

There were no comments from the Commission.

Mayor Penserga opened the item to public comments.

Susan Oyer stated that this is an excessively large budget. She spoke about allowing a line item veto, and said that there is no septic tank removal line item.

Cindy Falco De Corrado stated that she is tired of paying money for things that are being spent foolishly. She spoke about residents paying a lot of money just on taxes.

Motion

Vice Mayor Kelley moved to approve Resolution No. R24-221. Commissioner Cruz seconded the motion. The motion passed unanimously.

Motion

Commissioner Hay moved to approve Resolution No. R24-222. Commissioner Turkin seconded the motion. The motion passed unanimously.

B. Proposed Resolution No. R24-224- Ratifying Resolution No. R24-192 adopted on September 3rd, 2024 for the Fire Assessment Fee of $145 for fiscal year 2024-2025.

There were no comments from the Commission.

Mayor Penserga opened the item to public comment.

Cindy Falco De Corrado stated that she put a records request in, to ask how many fires do the Firefighters put out each year. She said that we should not be billed out for fires, more for medical. She said that this should have been sunshined a while ago, and they should not have been paying this fee.

Susan Oyer stated that there is an exemption form that can be filled out if someone cannot pay for. She said that there is value in this, and seconds matter for first responders to get to where they need to get to.

Commissioner Cruz stated that she is not in support of this, and that she has a lot of seniors that are on fixed incomes and they need help filling the exemption forms out. She requested to be able to go to Leisureville with staff members, to help with filling out this exemption form. She asked to have the link of the form sent to all of the

Commissioners.

Commissioner Turkin stated that he brought up the exemption last year and that the rules need to be loosened up, so more people are approved.

City Manager Dugger asked for Commissioner Cruz to send him an email about having staff go with her to help seniors fill out the exemption form, and that they can include other neighborhoods besides Leisureville.

Commissioner Hay stated that he will support the $145 for now. He spoke about the elderly usually needing the services more. He said that he hopes for a discussion in the future about this.

Motion

Commissioner Hay moved to approve Resolution No. R24-224. Vice Mayor Kelley seconded the motion. In a roll call vote, the motion passed 3-2, with Commissioner Cruz and Commissioner Turkin dissenting.

C. Proposed Ordinance No. 24-012- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part II, Chapter 2, "Administration," Article II, "City Manager," Section 2-30 "Powers and Duties Generally," by creating a new subsection "K," authorizing the City Manager to execute all employment-related contracts on behalf of the City; providing for codification, severability, conflicts, and an effective date.

There were no comments from the Commission.

Mayor Penserga opened the item to public comment.

Tom Ramiccio stated that he has listened to the conversation over the last few months, and spoke about what the City Manager signs, and cautioning them about allowing "all" employment-related contracts. He said that his interest is in preserving our form of government, and spoke about the Council-Manager form of government.

Cindy Falco De Corrado stated that she wants to be clear that we are not a strong Mayor form of government. She asked how is the City Manager supposed to do his job, if he has his hands tied. She spoke about the manager managing the City. She said that we are not a strong Mayorship.

Mayor Penserga spoke about codifying this ordinance.

Motion

Commissioner Cruz moved to approve Ordinance No 24-012, motion died for lack of a second.

D. Proposed Ordinance No. 24-017- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses-Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; and providing for an effective date.

Candace Stone, Community Standards Director, stated that she made the change to the grass, that was requested by the Commission at first reading, and that there had been no other changes.

Mayor Penserga opened the item to public comment.

Susan Oyer stated that she takes issue with the whole carport issue, and it’s wrong that people are getting cited for having a box in their carport.

Cindy Falco De Corrado stated that private property is private property. She said that nobody has a right to tell people anything about their properties, and it should be respected. She spoke about the alleyway that is owned by the City that is disgusting, and asked who gives the City citations.

Commissioner Hay stated that he has a situation across from his house, where someone has a boat parked on the side of his house and that the boat was made to be put in the driveway, and it looks terrible. He said that we are not consistent across the board with different neighborhoods.

Ms. Stone spoke about the boat ordinance being different from this one.

Commissioner Hay commented that it has not been a problem in over 20 years, why now.

Ms. Stone spoke about how maybe there was a new Code Officer that has gone out and is issuing citations for all types of violations.

Commissioner Hay asked if the only thing allowed in the carport is a car and nothing else.

Ms. Stone said yes, and they do not go after someone that has a little container.

Commissioner Turkin spoke about selective enforcement, and carports that have been converted into an unpermitted room. He spoke about maybe having a percentage being for other things besides cars. He mentioned trimming of the trees, in this ordinance, and asked about the 10 foot from the canopy portion.

Ms. Stone stated that the tree has to be 10 feet under any powerlines. She said that there will be a lot of violations right now, because this is a new rule. She mentioned that FPL has a rule of 15ft from the powerline.

There was further discussion regarding the trees and powerlines.

Commissioner Turkin asked to have the 10 foot portion removed.

Vice Mayor Kelley stated that her only concern is opening up who will determine what is too close or not. She said that her issue is residents that immediately come into violation of this new ordinance, and what is our notice period, because she does not want to see residents coming to them to complain about having to cut down trees. She spoke about needing this, but then being on the side of causing a financial burden on residents.

Ms. Stone stated that there has to be an education period, and they would not cite for the issue right away. She spoke about calling FPL, to cut trees around powerlines, although they take a while to get there. She said that the education period could be 6 months to a year.

Vice Mayor Kelley said that this is necessary but will create a financial burden and asked what the plan is. She wants to know what the City is going to do to assist residents. She stated that she would like to see this tabled.

Motion

Commissioner Turkin moved to table Ordinance No 24-017, on Second Reading, to October 15. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

E. Proposed Ordinance No. 24-019- Second Reading - An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part II of the Code of Ordinances, Chapter 26, "Water, Sewer, and City Utilities" to provide that all water, sewer, and City Utility fees, rates, and charges shall be set by the City Commission by resolution and authorizing an annual CPI adjustment, providing for conflicts, severability, codification, and an effective date.

Mayor Penserga opened the item to public comments.

Cindy Falco De Corrado asked if this will be under assessment, because she thought it was usage, not them making up numbers. She said that it does not make sense to her.

Susan Oyer asked if this is a COLA being added to the rates. She spoke about her being eco-friendly, and not using her water a lot. She asked them to stop and think about this and that it should be about usage.

Melissa Hagans stated that she does not understand all of these increases, and that everything keeps going up and it adds up. She said that her heart goes out to senior citizens and that she hopes our large budget will help the residents. She spoke about needing some increases and not other ones, and that senior citizens should be exempt.

Commissioner Cruz stated that this removes the accountability of this being a resolution and not an ordinance.

City Manager Dugger spoke about putting resolutions on other parts of the agenda, not under consent.

Commissioner Turkin asked to have public notice be a part of the resolutions.

City Manager Dugger spoke about the 3.5% because they have had fluctuations in cost of living, and that it will not always be 3.5%. He said that every year there is less and less dollar value, and it costs the City more money.

Commissioner Turkin said that this just eliminates the two readings of a public hearing. He stated that he wants to make sure that this just does not pass during consent agendas.

Dr. Poonam Kalkat, Utilities Director, stated that they are required to do public notifications for any type of increase, and that they do not have to do an ordinance, and that this will be more clear in a resolution.

Commissioner Cruz asked if it is a 30-day notification.

Dr. Kalkat responded yes.

Commissioner Cruz asked for clarification that it will be up to a 3.5%, but could be less.

Dr. Kalkat responded yes, and that it is still up to the Commission.

Motion

Vice Mayor Kelley moved to approve Ordinance No 24-019, on Second Reading. Commissioner Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

F. Approve Development Order request for Major Site Plan Modification (MSPM-2024.06.52187) application for the Ezell Hester Jr. Community Park, to construct a 17,500 square foot airnasium over the existing basketball court.

Commissioner Turkin said regarding Items 8F that he has not had any ex- parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Hay said regarding Items 8F that he has not had any ex- parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Mayor Penserga said regarding Items 8F that he has not had any ex- parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Kelley said regarding Items 8Fthat she has not had any ex-parte communication, has not received written communication, has not conducted an

investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner Cruz said regarding Items 8F that she has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions, other than staff. She requested that these disclosures and all written communications be made a part of the record.

Carl Frumenti, Construction Services Division Director, spoke about the following: project overview; airnasium design features, airnasium benefits, isometric and prospective view; site improvement, project scope, project cots, project timeline; conclusion; and questions.

City Manager Dugger stated that this is a project that is long time coming and they worked diligently to make sure that this was accomplished.

Mayor Penserga said that the original reason for this was for solar panels and that the savings will be significant.

Vice Mayor Kelley asked what the plan is moving forward adding solar to this.

Kevin Ramsey, Public Works Director, spoke about the engineering for this facility, and about the steps for this project.

Mayor Penserga opened the item to public comment.

Cindy Falco De Corrado asked how do solar panels hold up against hurricanes.

Motion

Commissioner Cruz moved to approve the Development Order. Commissioner Hay seconded the motion. The motion passed unanimously.

9. City Manager's Report- None

A. Receive update on the status of future agenda items.

City Manager Dugger stated that he wanted to highlight H, I, J, and K, and asked to have the staff members to come up and request further clarification.

Mayor Penserga said that he is okay with one on one meetings for these items.

Commissioner Cruz said that for item I, she had a discussion with Staff, and they want to try to have a meeting with community stakeholders, and that they would like to have this discussion after the community one.

Attorney Lamb stated that there is an amendment to the flood ordinance on October 1st, and asked if she should hold it.

Commissioner Cruz responded no.

Commissioner Turkin said that he likes this format.

Vice Mayor Kelley stated with K, she spoke to Andrew and said that she will connect with the City Clerk to review what needs to be changed and clarified.

Commissioner Cruz asked if she wants to have a discussion about constructing a park in Leisureville, if she has to put it on a future agenda. She said that she does not think it will cost much money at all.

City Manager Dugger said that it depends on the amount of money it'll cost.

10. Regular Agenda

A. Proposed Resolution No. R24-223- Ratification of FY 24-25 CRA Budget.

Motion

Commissioner Turkin moved to approve Resolution No. R24-223. Commissioner Hay seconded the motion. The motion passed unanimously.

B. Discussion and review of draft cleanliness plan.

Annalie Holmes, Deputy Director of Public Works, spoke about the plan as follows: public works; streets and beautification division; sidewalk pressure washing; sidewalk inventory; adopt a road; street sweeping; Street sweeper routs; right of way appearance coordination; bus stop condition assessment; prioritization list; and community standards. Vice Mayor Kelley stated that she knows that Minor Road is a County road, but it is horrible. She asked what can we do as far as streetscaping.

Kevin Ramsey, Public Works Director, stated that we can add Minor Road to this list, and he is waiting to hear back from the County on their schedules for street sweeping.
Vice Mayor Kelley spoke about the flooding a few weeks ago at the high school, and asked if it was due to the gutters being blocked.

Deputy City Manager Mack stated that part of this was because Lake Worth did not get a chance to lower the levels of the canals. He said that we have had a lot of rain over the last month and a half.

Candace Stone, Community Standards Director, spoke about the community appearance and property maintenance code updates.

Amanda Radigan, Planning and Development Director, spoke about engineering as follows: traffic control boxes; traffic control box wrap; and vacant storefront program.
Dani Moschella, Public Affairs Director, spoke about public affairs as follows: City branding; elements; and questions.

Mayor Penserga asked that there are coherent themes throughout the City. He said that he would like to see some standards in written language, and what are we trying to aim for, and gave examples.

Commissioner Hay asked about the sidewalk cleaning, and asked if MLK was one of them.

Mr. Ramsey responded no.

Commissioner Hay said that he would like to see MLK added.

Mr. Ramsey said that they will do that with inhouse staff because the bid has already gone out.

C. Discussion regarding RFP for Speed Detection Camera System for School Zones.

Chief DeGiulio stated that they are back at square one because they have two options: go back to RFP, which would take them backwards and finish towards the end of the school year; or the other option is to piggyback another municipality.

Mayor Penserga asked why were the previous RFPs rejected.

Deputy City Manager Mack stated that there was a tie during the evaluation, and when they dug deeper into this, they saw who was 1st and who was 2nd, and it was in the City's best interest to reject the bid.

City Manager Dugger stated that they could do a piggyback or they could go with the current Red Light camera vendor.

Commissioner Hay asked if it would be cost efficient to piggyback.

City Manager Dugger responded yes.

Commissioner Hay said that his recommendation, to go with the piggyback.

Commissioner Cruz said that for the future, she would like to see how we had the issue with our RFP and the internal process. She said that she would prefer an RFP, but would go with Commissioner Hay's recommendation.

Commissioner Turkin spoke about getting this up and running for the kids and the residents and to be fiscally responsible.

Commissioner Cruz said that they did not discuss a company in general.

Commissioner Turkin asked if it was recommended to use who we already use for the red-light cameras.

Deputy City Manager Mack spoke about a contract amendment to the Verra Mobility contract to add them. He said that they looked at the agreements that they could piggyback, and they are recommending the contract to Verra Mobility.

Chief DeGiulio spoke about the contract with Viera being the best for the City.

Commissioner Turkin spoke about going with the recommendation of staff. He said that this is important.

Vice Mayor Kelley stated that they entertained the RFP option, and she did not like it, and we are back at this again. She said that we have an established relationship with a company, and bringing in any new company would incur extra unnecessary cost to a program they could have up and running fairly quickly. She commented that her understanding is that we are already using Flock, and she does not see a need to seek another company. She asked about the Davie contract, and this being a piggyback

contract.

Chief DeGiulio spoke about the options.

Vice Mayor Kelley said she is comfortable going with Verra.

Commissioner Cruz said that she wanted to make sure we did the right competitive process. She commented that it was not a waste of time, but now we are on the other side.

Mayor Penserga said that he would like to hear from some of the applicants.

Commissioner Cruz asked how many we have in the room.

Greg Parks, with Red Speed, commented about the RFPs in the state, and the issues that they have come across. He spoke about his clients that they have won for the school zone cameras. He said that they offer a lot of technology and they would love to make a presentation to staff.

Assistant City Manager Temple stated that they did not invite vendors to come, so there may not be vendors here to make a presentation.

Steven Abrams spoke about the RFP process, and the legal memo that was sent to the City Commissioners

Jason Norton, spoke about the Davie contract, contract caveats that need to be read, including terminating the contract.

Gary Global stated that they are the current vendor and would love to continue servicing them.

Commissioner Cruz asked about the cancellation prices.

Attorney Lamb stated that they are looking at piggybacking the contract, they would provide a memo with any red flags that they see in a contract.

Commissioner Cruz said that she wants to make sure whoever we end up using, that they do not increase the price.

Attorney Lamb said that the Commission would have to approve any contract they go with

and if there are any issues they might come across.

There was further discussion regarding piggybacking with the City of Davie.

Stacey Weinger, Deputy City Attorney, spoke about the options that the Commission has, go back to RFP or explore other options of what the City has.

Mayor Penserga stated that he recommends the further analysis with Staff.

Commissioner Hay asked if the data will be public information.

Ms. Weinger spoke about the summary of the review coming back to the Commission.

Commissioner Turkin said that he is not going to listen to everything from other vendors until we see the contract ourselves.

City Manager Dugger stated that staff is looking for the removal of the RFP process and move forward with an analysis.

Commissioner Cruz said that she wants to make sure that this was competitively procured, and if the information stays with the City or not, and what makes this vendor different.

11. Future Agenda Items

A. Discussion regarding adding a Sister City from Ireland. - **October 1, 2024.** Requested by Vice Mayor Kelley.

B. Update on upgrades to water treatment plants to meet future drinking water regulations.- **October 15, 2024.** Requested by Mayor Penserga.

C. Discussion regarding Artificial Turf Ordinance.- **October 15, 2024.** Requested by Commissioner Turkin.

D. Discussion regarding Rapid Re-housing Program.- **October 15, 2024.** Requested by Mayor Penserga.

E. Discussion regarding additional digital signs. - **November 4, 2024.** Requested by Commissioner Hay.

F. Discussion regarding City entry way signage. - **November 4, 2024.** Requested by Mayor Penserga.

G. Discussion regarding Procurement Policies and Procedures, including local business preference. - **December 3, 2024.** Requested by Mayor Penserga and Commissioner Cruz.

H. Discussion regarding combining City properties together to create senior affordable housing . **- Pending meeting with Mayor Penserga.** Requested by Mayor Penserga.

I. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz.** Requested by Commissioner Cruz.

J. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz.**
Requested by Commissioner Cruz.

K. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Vice Mayor Kelley**
Requested by Vice Mayor Kelley.

12. Adjournment

Motion

Vice Mayor Kelley moved to adjourn the meeting. Commissioner Cruz seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 8:44 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-257- Approve a Piggyback Agreement with Pantropic Power, Inc., for Equipment Rental with Related Services to maintain an emergency backup generator for the East Water Treatment Plant in an amount not to exceed $136,871.60. Utilizing the Sourcewell NJPA Contract # 062320-CAT.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-257.

Explanation of Request: Original contract period: September 17, 2020 - August 27, 2024. Extension to: August 27, 2025.

The East Water Treatment Plant operating permit requires an emergency backup power system to enable continuity during any power outage. Installation of a permanent backup power system is underway; however, the Plant requires a temporary generator until the installation is completed. The pricing is based upon Sourcewell NJ PA Contract # 062320-CAT, and Pantropic Power Cat is an authorized Caterpillar Dealer. The Sourcewell NJ PA procurement process satisfies the City's competitive bid requirements.

How will this affect city programs or services? The rental of an emergency generator provides continuity of water service to customers.

Fiscal Impact: The fiscal impact of the generator rental is $132,681.60 annually from 401-2811-536.44-30.
The fiscal impact of the generator maintenance is $4,190 annually from 401-2811-536.46-20.

Attachments:
R24-257 Agenda_Item_2182-2023_Resolution_for_Pantropic_Power_piggyback.docx
Exhibit A to Resolution - Vendor Executed Piggyback - Pantropic Power.pdf
Exhibit B to Piggyback Agmt.pdf
062320-CAT__Caterpillar Inc. Contract Extension.pdf
Agenda 03-09-23.pdf

RESOLUTION NO. R24-257

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH PANTROPIC POWER, INC., FOR EQUIPMENT RENTAL WITH RELATED SERVICES TO MAINTAIN AN EMERGENCY BACKUP GENERATOR FOR THE EAST WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $136,871.60; AND FOR ALL OTHER PURPOSES.

WHEREAS, on April 30, 2020, Sourcewell, a State of Minnesota local government and service cooperative, issued a "Request for Proposal" (RFP) to establish a cooperative purchasing agreement for Equipment Rental with Related Services for which they received a total of eighteen (18) responses; and

WHEREAS, Sourcewell found Caterpillar, Inc. ("Vendor"), to be a responsive, responsible bidder and awarded it a four-year (4) contract with an option to extend the contract for one (1) additional one (1) year term, Contract No. 062320-CAT ("Master Agreement"), with a period of September 17, 2020, through August 27, 2024, and as extended through August 27, 2025 by mutual agreement of the Parties to the Master Agreement; and

WHEREAS, the City desires to obtain Equipment Rental with Related Services; 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 maintain an emergency backup generator for the East Water Treatment Plant, the City's Utilities Department is requesting the City enter into a Piggyback Agreement with Vendor to provide an emergency backup power system ("Services"); and

WHEREAS, the Vendor has provided the City with a proposal for Services; and

WHEREAS, the City desires to issue a purchase order and payment directly to the Vendor for Services under the terms and conditions of the Master Agreement; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Piggyback Agreement with Pantropic Power, Inc., for Equipment Rental with Related Services to maintain an emergency backup generator for the East Water Treatment Plant in an amount not to exceed $136,871.60.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Piggyback Agreement with Pantropic Power, Inc., for Equipment Rental with Related Services to maintain an emergency backup generator for the East Water Treatment Plant in an amount not to exceed $136,871.60 (the “Piggyback Agreement”), in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. The fully executed Piggyback Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Bryan Heller to forward to the Vendor.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND PANTROPIC POWER, INC.

This Piggyback Agreement is made as of this __ day of ____, 2024 by and between Pantropic Power, Inc., an authorized Caterpillar Inc. dealer with a principal address of 8205 NW 58th Street, Miami, FL 33166, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on April 30, 2020, Sourcewell, a State of Minnesota local government and service cooperative, issued a "Request for Proposal" (RFP) to establish a cooperative purchasing agreement for Equipment Rental with Related Services for which they received a total of eighteen (18) responses; and

WHEREAS, Sourcewell found Caterpillar, Inc. ("Vendor"), to be a responsive, responsible bidder, and awarded it a four-year (4) contract with an option to extend the contract for one (1) additional one (1) year term, Contract No. 062320-CAT ("Master Agreement"), with a period of September 17, 2020, through August 27, 2024, and as extended through August 27, 2025, by mutual agreement of the Parties to the Master Agreement; and

WHEREAS, the City desires to obtain Equipment Rental with Related Services; 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 maintain an emergency backup generator for the East Water Treatment Plant the City's Utilities Department is requesting the City enter into a Piggyback Agreement with Vendor to provide an emergency backup power system ("Services"); and

WHEREAS, the Vendor has provided the City with a proposal for Services, attached as Exhibit "A;" and

WHEREAS, the City desires to issue a purchase order and payment directly to the Vendor for Services under the terms and conditions of the Master Agreement; 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 "B."

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

AGREEMENT

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

2. **TERM:** The term of this Agreement commences on full execution by the parties, and will remain in effect until August 27, 2025. 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, as provided in Vendor's Proposal attached as Exhibit "A" 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 Sunrise" 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 $136,871.60 per year.

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

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

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

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

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

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

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by

Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

10. **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.

11. **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.

12. **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 exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law. WAIVER OF JURY TRIAL/CLASS ACTION. All Parties to this Agreement agree that the underlying transactions

contemplated between them are complex and not appropriate for determination by a jury. Therefore, both Parties herein WAIVE THEIR RIGHT TO A JURY TRIAL and they both acknowledge that said waiver is a material inducement to the other into entering this Agreement. In addition, thereto, Representative specifically and knowingly waives its membership as a class action member in any purported class action or representative therein.

13. **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

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City or Vendor 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 and non-inventoried parts ordered. 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.

15. **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.

16. **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 reasonable attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **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.

18. **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 for lost profits or consequential damages. The liability of Vendor with respect to claims arising out of its performance in connection with this Agreement, whether based on contract, tort or by operation of law, shall not exceed one hundred percent (100%) of the Contract Price.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, and consequential, loss of profits or other damages or losses of any kind whatsoever, no matter what the cause.

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.

SIGNATURE PAGE FOLLOWS

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

Daniel Dugger, City Manager

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

PANTROPIC POWER, INC.

(Signature), Company

Ed DeTorres

Print Name of Authorized Official

Vice President, Pantropic Power Inc

Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

RAUL SANCHEZ

Print Name

Pantropic Power, Inc.
One Source, One Call, One Solution
www.pantropic.com
8205 NW 58th ST
Miami, FL 33166

Exhibit "A"

Rental Contract

DATE 1/30/2023
Contract # RAG01302023-1
Customer Acct. #: 3516800
Contract valid until: 3/1/2023

Contract For: Brian Heller
124 E Woolbright Road
Boynton Beach, Fl 33435

JOBSITE: City of Boynton Beach
Name:
Address: SAME

Roberto Garcia
Email: Roberto_Garcia@pantropic.com
Phone: (305) 592-4944, ext. 3022
Cell: (305) 970-5902

Phone 561-742-6420
Cell
Email: Hellerb@bbfl.us
Comments or Special Instructions:

START DATE	COLLECTION PERIOD	ESTIMATED END DATE	SHIFT	TAXABLE?	INSURANCE?	TERMS OF PAYMENTS
1/30/2023	MONTHLY	1/1/2024	Standby (0 hrs)	No	Yes	Net 30

12

QUANTITY	Item ID	DESCRIPTION	Additional Descritpion	UNIT PRICE	AMOUNT
1	XQ1000_NC	1000 KW Generator,internal 1250 g fuel tank. Fuel consumption is 53.0 g/hr at 3/4 load.		$ 10,840.00	$ 10,840.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
20	4_Odd_50_Ft	4/0 50' Cam Lok Cable		n/c	
20	4_Odd_Female_Lugged	4/0 Female Lugged Pigtail		n/c	
20	4_Odd_Male_Bare	4/0 MB Pigtail		n/c	
					$ -
					$ -
					$ -
					$ -
					$ -
	Loss Waiver	Loss Waiver		14%	
	Rental_Evf	Environmental Fee		2%	$ 216.80
	Rental_Fue	Fuel Charge			$ -
	Re_Trans_E	Rental Transport External	R/T to and from Job Site		$ -
					$ -
		No transport cost as this was paid on the first			$ -
					$ -
					$ -
	Re_Mainten	Rental Maintenance	PM is required every 250 hours of run time. Invoiced seperately as needed		$ -
			Each PM cost is	$ 2,095.00	$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

***Notes:**

SUBTOTAL	$ 11,056.80
TAX RATE	
SALES TAX	$ -
OTHER	$ -
1st MONTH TOTAL	**$ 11,056.80**
SUBSEQUENT MONTH/S TOTAL	**$ 11,056.80**

Roberto Garcia
Rental Sales

Customer Signature (Required):
Printed Name:
Date:
PO #:

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Sourcewell

Solicitation Number: RFP #062320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 510 Lake Cook Road Suite 100, Deerfield, IL 60015 (Vendor or Caterpillar).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 27, 2024 unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

While Caterpillar is Vendor under the Contract, pursuant to Section 10(a) it will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a

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Participation Agreement with Caterpillar obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Caterpillar shall be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Caterpillar will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Caterpillar under the terms of this Contract.

Rental equipment may not be current year model and may be used, having been rented by Participating Dealer's prior customers. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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. Any warranties granted to Participating Entities shall be granted solely by the Participating Dealer renting or otherwise providing the Equipment, Products or Services, as agreed between the parties. If rented equipment needs repair or replacement during the rental period, the Participating Dealer will repair or replace the Equipment at its cost and expense; provided that if the repair or replacement is as result the Participating Entity's misconduct, abuse, misuse, neglect or negligence, such Participating Entity will be responsible for the cost of repair or replacement. Except as expressly stated herein, all warranties, including any implied warranty of merchantability or of fitness for a particular purpose are expressly excluded and disclaimed.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and

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contract number, formal rental rate quotes will list all costs, including delivery expenses, such as freight and permits (when required).

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.

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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- 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 Request Form will be become an amendment to this Contract and 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. Caterpillar will not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join

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Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Participating Dealers with payment made to the dealer as agreed. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 any Participating Addendum, are to be negotiated between a Participating Entity and Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Participating Dealer may agree to provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone

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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.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. 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

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;

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- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for one percent (1%) multiplied by the total net rental revenue (excludes freight, permits, and fees) of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter as the administrative fee. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. 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. LIABILITY

Intentionally omitted.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

Intentionally omitted.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY. Intentionally omitted.

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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

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19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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:

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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.* Vendor 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-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Vendor 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, Vendor 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

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Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. WAIVER OF SUBROGATION. Vendor 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 Vendor 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 Vendor or its subcontractors. A Participating Dealer may waive subrogation against a Participating Entity on a case-by-case basis.

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.

21. 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. Participating Dealers 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 Participating Dealers conduct with Sourcewell and Participating Entities.

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22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Intentionally omitted.

24. CANCELLATION

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 9/16/2020 | 10:23 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 9/17/2020 | 1:42 PM CDT

Caterpillar Inc.

By: DocuSigned by: Chris Gustafson 5C82585C5151405...

Chris Gustafson

Title: Global Accounts & Allied Prod. Mgr.

Date: 9/17/2020 | 11:39 AM PDT

RFP 062320 - Equipment Rental with Related Services

Vendor Details

Company Name:	Caterpillar Inc
Does your company conduct business under any other name? If yes, please state:	IL
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Darren Wilson
Email:	Wilson_Darren_R@cat.com
Phone:	309-265-4542
HST#:	

Submission Details

Created On:	Monday May 18, 2020 15:44:18
Submitted On:	Tuesday June 23, 2020 16:17:32
Submitted By:	John Frame
Email:	Frame_John_J@cat.com
Transaction #:	08b57e2d-460c-40d2-a160-12248816b576
Submitter's IP Address:	34.69.162.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Caterpillar Inc.	*
2	Proposer Address:	510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015	*
3	Proposer website address:	caterpillar.com CAT.com	*
4	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):	Chris Gustafson Global Accounts & Allied Prod Mgr. GUSTAFSON_CHRISTOPHER_D@cat.com 1 309 675 4802	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Frame, Rental National Accounts Mgr., Governmental Segment Frame_John_J@cat.com 309-675-2891	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Gustafson Global Accounts & Allied Prod Mgr GUSTAFSON_CHRISTOPHER_D@cat.com 1 309 675 4802	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	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.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L. Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support. Since the founding 95 years ago, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will continue to purchase, lease, or rent Caterpillar products & services in the future. The key to this satisfaction is two-fold: develop & provide the best products and services that empower our dealers to offer the best support. Through this combination, we are proud to prove that our products and services offer the best value to our customers regardless of where they are located. We can prove measurable advantages in total owning and operating costs as well as intangible benefits in terms of standard safety features and telematics information sharing; as well as and many training, fleet health, and application support services offered by our dealers. Please refer to attached "Caterpillar Code of Conduct" in the attached "Financial Strength and Stability" zip folder for details regarding our corporate core values and business philosophy.
8	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members' who have purchased CAT construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar contributes well over half of the revenue Sourcewell receives in the current Heavy Construction (purchase) contract (032119-CAT) and look forward to the opportunity to further grow business and serve members' needs together through a rental contract.

9	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.	Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is “mid-A” rated by S&P and Fitch and has a “low-A” rating with a positive outlook from Moody’s. Maintaining our “mid-A” credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors. Please see five-year financial summary recently published in the attached "2019 Caterpillar's SEC form 10K Financial Summary" in the "Financial Strength and Stability" zip folder , which provides additional details about our financial position. The full text of the 239-page 10-K document can be found on our public website: http://www.caterpillar.com/en/investors/sec-filings.html In 2019, Caterpillar sales and revenues were $53.8 billion. In 2019, Caterpillar delivered record profit per share of $10.74 per share and ended 2019 with $8.3 billion of enterprise cash. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE: CAT) reached the 25th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least $3 billion to qualify as a Dividend Aristocrat.	*
10	What is your US market share for the solutions that you are proposing?	CAT dealers are independent businesses. As such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat heavy equipment, Cat Power Systems, and dealer crane rental locations; Caterpillar has the largest rental fleet based on OEC in North America.	*
11	What is your Canadian market share for the solutions that you are proposing?	CAT dealers are independent businesses. As such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat heavy equipment, Cat Power Systems, and dealer crane rental locations; Caterpillar has the largest rental fleet based on OEC in North America.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Caterpillar Inc. has never been bankrupt.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a manufacturer of construction, mining, energy and transportation equipment, technology and provider of related services. Caterpillar Inc. is a world class manufacturer which distributes products through a vast and capable dealer network. CAT dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe the service parts inventory maintained by CAT dealers is the largest of any construction equipment and power systems brand. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to CAT dealers. The dealers then sell, lease and rent those products to customers. Caterpillar does not sell directly to state, province, nor local governments. Although Caterpillar will sign this contract as a manufacturer, CAT dealers will be given the opportunity to avail themselves of the rental business presented by the contract and will execute all the transactions with governmental, educational and non-profit customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales and rentals occurring outside the terms of this agreement. Caterpillar dealers heartily embrace Sourcewell contracts #032119-CAT, #120617-CAT, and all of them have been trained in there use and as such will already be familiar with Sourcewell's rental contract. In fact, the Sourcewell contract covering equipment & work-tools for purchase (032119-CAT) was leveraged by more than 90% of our dealers in 2018 and 2019. Caterpillar offers specific discounts to Sourcewell members. By renting to members under the Sourcewell contract, participating CAT dealers agree to honor those discounts.	*
14	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.	To the extent of our knowledge, we are unaware of specific licenses or certifications required to pursue the business covered by this RFP.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Caterpillar Inc. has not been suspended or disbarred in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past five years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2018 & 2019. • Sourcewell Legacy Award-2019	

>>>2018 Corporate Awards & Recognition
- Forbes Magazine America's Most JUST Companies -- #49
- Forbes World's Most Reputable Companies 2018 -- #47
- Fortune 500 -- #65
- Dow Jones Sustainability Index -- 19-year member
- Fortune World's Most Admired Companies 2018 -- #43
- Forbes America's Best Employers for Diversity 2018 -- #247
- Top Veteran-Friendly Companies 2018 -- U.S. Veterans Magazine
- Woman Engineer Magazine -- Top 50 Employers 2018 -- #21
- Minority Engineer Magazine -- Top 50 Employers 2018 -- #15
- CAREERS & the disABLED Magazine -- Top 50 Employers 2018 -- #9
- Human Rights Campaign Foundation Corporate Equality Index 2018: Score = 90
- Forbes 2018 Top 25 Places to Work in Brazil -- #5
- Forbes Best Employers for Women 2018 -- #245
- Interbrand Best Global Brands 2018 -- #82
- Top 150 Global Licensors – Global License
- Top 1,000 companies with the Strongest Female Leaders – Mogul
- 7 Companies with Impressive Mentorship Programs – Glassdoor
- Top-Rated Workplaces: Best For Veterans – Indeed
- Best Product Support in 2018 – Brazilian Association of Technology for Construction and Mining
- Facility of Distinction for Safety – Indonesia
- Certification on Promoting Work Life Balance – Japan

>>2018 Product Awards & Recognitions
Top 100 Awards from Construction Equipment magazine
- D8T TTT
- Next Gen 20-ton HEX
- 24 MG
- 903D CWL
- UTVs

Contractor's Choice Awards from Roads & Bridges magazine
- PM622 – Gold
- AP1055F – Gold
- AP555F – Gold
- SE60 V XW – Gold
- CB66B – Gold
- CS56B – Gold
- D6T – Gold
- 315F CR – Gold
- 335F CR – Gold
- 962M – Gold
- 140M3 – Gold
- B20 – Gold
- Grade Control – Bronze
- Product Link – Bronze
- 420F2 – Gold
- 304.5E2 XTC – Silver
- 299D2 XHP – Gold
- TH255C - Gold
- 777G – Gold

Top 50 Award from Equipment Today magazine
- 320 GC, 320 and 323 Next Gen HEX

Twenty for 2018 Award from Landscape Business magazine
- UTVs

17	What percentage of your sales are to the governmental sector in the past three years	The governmental & educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal, and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal governmental agencies varies between 11% and 26%. Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%.
18	What percentage of your sales are to the education sector in the past three years	The governmental & educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal, and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal governmental agencies varies between 11% and 26%. Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While CAT dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio. Additionally, we are contract holders with National IPA and NASPO ValuePoint. Just as we would never share Sourcewell transaction information with other cooperatives, we don't feel it would be honorable to share the volumes of those contracts. However, we are happy to report that of all cooperative contract sales, most are transacted via Sourcewell.
20	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?	Caterpillar holds GSA contract GS-30F-0018U, Schedule 23V Automotive Superstore. The sales volume is more than $9.2M per year. Caterpillar also holds GSA EPG contract GS07F5666R, Schedule 56 Buildings and Building Materials. The sales volume is approximately $1M per year. We do not allow our dealers to use our GSA contracts.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	**Contact Name** *	**Phone Number** *
CAT equipment purchaser: Lac La Biche County, AB	Les Cote, Equipment Maintenance Manager	(780) 623-6815
CAT equipment purchaser: County of St. Paul, AB	Mark Chileen, Director of Public Works	(780) 645-3006
CAT equipment purchaser: Douglas County, KS	Clayton Funk, Fleet Manager	(785) 331-1333
CAT equipment purchaser: City of Newport News, VA	Joey Auche, Fleet Operations Superintendent	(757) 848-8406
CAT equipment purchaser: Klamath County Solid Waste, OR	Tom Crist, Operations Manager	(541) 891-5687

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
City of Minneapolis Public Works Fleet Div.	Government	Minnesota - MN	Construction Equipment	102 machines	$2.6 million	*
City of Raleigh	Government	North Carolina - NC	Construction Equipment	110 machines	$2.2 million	*
State of Maine Dept. of Transportation	Government	Maine - ME	Construction Equipment	223 machines	$1.5 million	*
City of North Las Vegas	Government	Nevada - NV	Construction Equipment	48 machines	$0.9 million	*
State of Utah	Government	Utah - UT	Construction Equipment	25 machines	$0.8 million	*

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 *	
23	Sales force.	The CAT dealer salesforce is the most capable and highly trained in the industry. We ask CAT dealer sales people to be consultants and to advise customers on the best solutions. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as a manufacturer, and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In North America, our dealers employ more than 53,000 people across the machine, energy, parts, and service divisions. Of this number more than 8% (4400) are in machine and parts sales; more than 39% (21,000) are in in service and support. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in-territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up-to-date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*

24	Dealer network or other distribution methods.	The CAT dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that rent equipment. Please refer to our directory listing of CAT dealers locations and locations map in the attached "Additional Documents" zip file / "Cat Dealer Rental Locations-Canada & U.S." folder. are independently owned, and many cover an entire state or province. (In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state.) Each dealer has multiple branch locations and a mobile service fleet that can serve customers regardless of location. These are all physical locations our governmental customers may use. Because of the size of CAT dealers, they are exceptionally capable to serve governmental customers. Collectively, CAT dealers' large net worth permits them to stock a high volume of replacement parts – allowing governmental customers the fastest turnaround on parts availability and repair time. CAT dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the CAT dealer rental locations list and map included as attached documents.
25	Service force.	We at Caterpillar are very proud of the saying: "The sales department sells the first machine; the service department sells every one after that." The CAT dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported with the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because CAT dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big," we are able to keep the pipeline of high quality employees full. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in-territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhered to, and repair questions are answered quickly. We exceed our 95% 1-hour response rate target in responding to dealer service inquiries.

26	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.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar will cover that completely within the standard warranty period. Every Caterpillar dealer has a common detailed service process in place. Caterpillar supports and verifies that the dealer service technicians are supplied with the tools and equipment needed to repair all Caterpillar products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting, and Disassembly and Assembly manuals. These manuals are provided for every Caterpillar product. Each dealer also has one or more “Technical Communicators” who is dedicated to supporting the service technicians by acting as a liaison between their shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar’s Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer’s needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: • Cat EM Solutions • Cat Equipment Care Advisor-Monitor • Cat Equipment Care Advisor-Protect • Cat Inspect • Condition Monitoring • Customer Support Agreements • S-O-S Services
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell Member sectors, within the United States with our complete product and service offering through Sourcewell. Caterpillar has successfully utilized Sourcewell to sell machines in 49 States and Canada.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell Member sectors, within Canada with our complete product and service offering through Sourcewell. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and will actively encourage its use. Caterpillar is gaining significant momentum with Canadian sales through Sourcewell contract #032119-CAT. In 2018, Caterpillar sales growth in Canada for machines through 032119-CAT increased nearly 400% over the previous year.

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CAT dealers maintain over 800 equipment rental locations that serve every state and province throughout the United States and Canada. Caterpillar has successfully utilized Sourcewell to sell machines in 49 States and Canada. We are happy to serve all geographic areas within the United States and Canada with our complete product and service offering through Sourcewell. Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 16: Exceptions to Terms, Conditions, or Specifications For, contract section 2 for further explanation regarding CAT dealer participation.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. 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 are happy to serve all Sourcewell Member sectors, within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing and rental contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts. Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 16: Exceptions to Terms, Conditions, or Specifications Form, contract section 2, for further explanation regarding CAT dealer participation.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska, or U.S. Territories. However, because products available in Hawaii, Alaska, or U.S. Territories are different from those within the U.S. and Canada, we may need to adjust our product list and provide revised pricing as Sourcewell expands to serve these markets.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	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.	Our current marketing strategy with Sourcewell contract #032119-CAT proves to be effective, with year over year sales growth through this contract; including over 75% in 2019 vs. the previous year. Should we be fortunate enough to be awarded a contract for equipment rental in response to RFP #062320, we will proudly announce the award publicly through our multiple customer facing touchpoints which may include: • Press Release • Governmental Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada • Government Training & Safety Days (governmental customer training events at Caterpillar facilities) • Announcement in our monthly governmental customer eNewsletter • Announcement on our social media channels (FB, Instagram, LinkedIn) • Feature on our governmental focused website: www.cat.com/governmental • Display mentions at all governmental tradeshows we attend • Updated literature with the new contract information. Some examples are included as attached documents. However, we will use the opportunity of this newly awarded contract to update and redesign our materials to include our equipment rental offering.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the CAT dealer network are leaders in using emerging technologies to reach our customers. We manage several Facebook pages, Instagram, LinkedIn, etc. and can target governmental segments separately. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines that they own. We have a subscription to a third-party database (Deltek) which we use to monitor future funding. It is our intention to reach out (via CAT dealers) to these potential customers and recommend the Sourcewell solution as they prepare for future purchases and equipment rentals.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We count on Sourcewell to promote themselves, awarded contracts and the viability of cooperative purchasing and rental in general. We appreciate Sourcewell's presence in industry media, tradeshows, and their web presence. We also appreciate Sourcewell's 'Get to Know You' training forums, which many Caterpillar dealer sales teams have attended throughout the United States. While Sourcewell should continue their currently strong marketing efforts, we believe it is also our responsibility to promote the contract with our customer base. Some examples of our marketing efforts are mentioned in our response to line item 32. We will also encourage these conversations between our sales force and the buyers and influencers who are considering our equipment for purchase. As Sourcewell is already well on the way to be the preferred selling method to non-federal governmental entities by Cat dealers, we will also encourage them to utilize the rental contract as well. There is a team of dedicated corporate governmental specialists whose job is to assist dealers with sales and rentals. These team members are experts in cooperative purchasing and work daily with customers and dealers to answer questions and to facilitate its use. Caterpillar also has a Governmental Affairs team who will continue to work closely with Sourcewell's Governmental Affairs staff, when necessary, to lobby for procurement codes that allow the use of Cooperative Contracts.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our parts division lends itself best to e-procurement and many CAT dealers offer that capability to customers via a dealer portal. Our machines are complex and often custom-configured. A consultative salesperson is integral to ensuring that machines are configured and built to perform well in their expected duties. For this reason, we do not offer a company-wide e-procurement option. Our dealers are innovators however, and if they offer e-procurement now or in the future we are pleased to allow Sourcewell members to use that option.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific additional training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas – operation, safety, and service. Members may access courses online, via CDs, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instructor-led courses can be conducted at one of our dedicated training facilities in the US, or on a customer's local site using their own equipment. Advanced repair courses may occasionally be made available to non-dealer mechanics. Current course options are available through dealer product support departments. These courses have a fee which varies according to class length and materials.
37	Describe any technological advances that your proposed	Technology is a key product differentiator for Caterpillar. To

products or services offer.

describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies are referenced below. More detail is available on our product pages on www.cat.com.

Remote monitoring and telematics are available on every machine. This allows customers and dealers to monitor machine health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime.

Motor Graders
- Auto shift Transmission – maintains consistent torque through shifts with reduced forces and variations
- Eco Mode - Save up to 10 percent on fuel consumption
- Blade Slope Meter - Reduces the dependence on manual grade checking.
- Cross Slope Indicate - provides a real time readout of cross slope on the machine display
- Auto Cross Slope - Save up to 40 percent in material with the Cat GRADE Cross Slope feature
- Cat Grade - Ensures machine readiness for additional 2D/3D grade control technologies
- Stable Blade - Senses blade bounce before the operator to reduce manual throttle use and site rework
- Rearview Camera - enhances visibility along with a heated lens to prevent snow buildup

Dozers
- Auto shift Transmission with Lockup Torque Converter – Saves up to 20% of fuel with no operator input
- Electric Drive Transmission (option) – Saves up to 35% of fuel with no operator input
- Slope Indicate - provides a real time readout of cross slope on the machine display
- Slope Assist - automatically maintains blade slope without a GPS signal
- Cat Grade with 3D - enables operators to improve grading efficiency, accuracy, and productivity in both production dozing and finish grading applications
- AutoCarry – automatically controls blade lift for more consistent blade loads and less track slip
- Stable Blade – monitors blade pitch and automatically controls the blade for smoother finishes
- Rearview Camera - enhances visibility with HD quality and back-up lines

Excavators
- Eco Mode - automatically adjusts engine and hydraulic power for the highest fuel efficiency—less power for tasks such as swinging and more power for digging
- Cat Grade with 2D - helps operators reach grade faster eliminating grade checkers
- Cat Grade with 3D – increases productivity and expands grading capabilities
- Dig Assist – Automatically controls boom and bucket movements to deliver more accurate cuts with less effort
- Payload measuring - delivers precise load targets with on-the-go weighing
- eFencing - automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope—above, below, sides and front
- Birds eye 360 view Camera - rearview and right-side-view cameras always keep operators aware of their surroundings

Wheel Loader
- Electric Drive Transmission (option) - Maintains productivity while operating 25 percent more efficiently
- Eco Mode - reduces fuel consumption with minimal

		impact to productivity • Payload measuring - brings payload weighing to the cab so operators can work more productively and deliver accurate loads with confidence • Ride Control - works as a shock absorber, improving ride quality over rough terrain • Object Detect – increases operator awareness around the machine and provide alerts to help keep people and assets safe on the job site • Rearview Camera - enhances visibility with HD quality Backhoe • 4WD Auto Shift 6 speed Transmission with Lockup Torque Converter - allows effortless gear and direction changes while maintaining continuous traction throughout the work cycle for better torque and added fuel efficiency • Ride Control - provides a much smoother ride in all applications • Variable Speed Steering – reduces number of steering wheel rotations when rotated faster. Skid Steer Loader/ Compact Track Loader • Remote Task – allows operator to precisely control the machine from a safe location • Cat "Intelligent Leveling" system (ILEV) provides industry leading technology, integration and features such as dual direction, self-leveling, work tool return-to-dig and work tool positioner • Speed Sensitive Ride Control - improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
38	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.	At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day – it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth. We consider this as we work toward a vision of a world in which people's basic needs – such as shelter, clean water, education, and reliable energy – are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America indices. The annual DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2019 Sustainability Report at: http://reports.caterpillar.com/sr/ The 2020 report will be available in 2021. Examples of sustainability in action at Caterpillar follow below: INNOVATION: Caterpillar aims to help customers use less fuel and generate fewer greenhouse gas (GHG) emissions. We continue to develop products with fewer direct emissions. In addition, we're increasing our investment in high-efficiency energy conversion and electrification – working to increase power density, expand the use of alternative fuels, maximize efficiency of power systems, and introduce electrification into our product lines while significantly decreasing owning and operating costs. In doing so, we help our customers improve their own operations, while also driving our industry to

improve.

REMANUFACTURING:
Caterpillar strives to provide customers with quality equipment that delivers the best economic proposition for their business. We remanufacture (reman) and rebuild products and components that provide customers not only with immediate cost savings, but also help extend life cycles and use materials more efficiently. Rebuild programs increase the lifespan of equipment by providing customers with a restored product for less cost than buying new.
A complete Cat® Certified Rebuild includes more than 350 tests and inspections, automatic replacement of approximately 7,000 parts and a like-new machine warranty.
Caterpillar takes a systems view of the life of our products. We design and manufacture them for multiple lives, our dealers support and service them to maximize their value to the customer, and we remanufacture them at the end of their useful life to deliver the next generation of value. Our engineering and manufacturing expertise, field population and dealer organization make this possible. This total life cycle approach allows us to provide sustainable solutions that help customers build a better world.

FLEET EFFICIENCY:
Reducing waste and conserving natural resources on job sites are increasingly important goals of many of Caterpillar's customers as they seek to realize the full value of their assets on the job site. Our Job Site Solutions team works in partnership with Cat® dealers to help customers find innovative ways to improve their operations and be more competitive in the marketplace – solutions that often deliver additional sustainability benefits. For instance, optimizing fleet efficiency not only reduces costs, but can also improve the maintenance and component replacement cycles of individual machines. Better maintenance execution can extend the life of a machine, which in turn reduces raw material consumption.

RESPONSIBLE MANUFACTURING:
At our facilities, we work to minimize our environmental impact by focusing on energy conservation, GHG emission reduction, water conservation and waste reduction. We have set energy-efficiency targets in our operations since 1998 and have set GHG emission-reduction targets since 2003. We currently have operational targets for an increased reliance on alternative and renewable energy and a reduction in energy intensity and GHG emissions intensity.

As a manufacturer of heavy equipment, some of Caterpillar's operations are energy-intensive. But even in our most energy-dense environments, Caterpillar employees have found ways to implement innovative energy solutions that reduce our energy costs as well as our environmental impacts.

With respect to water, we recognize the far-reaching economic, social, and environmental implications that water scarcity may have in the future and have taken steps to reduce our consumption.

Finally, we are minimizing waste in our processes not only to reduce costs, but also to reduce our use of materials, energy, water, and land. We ultimately aim to reduce all waste generated by our production processes.

SUSTAINABLE CONSTRUCTION:
Our goal is to design all new facilities to meet Leadership in Energy and Environmental Design (LEED) or comparable green building criteria.

Facilities designed to the LEED criteria are more energy-

		and resource-efficient than traditional construction. LEED facilities are also designed to create a healthier indoor environment for employees. All our facilities that completed construction in 2017 met LEED or comparable green building criteria. By taking a critical look at every phase of our operations, teams have been able to uncover unexpected methods to reduce our footprint while maintaining or improving performance and customer satisfaction. We are proud to share the following metrics: METRIC CHANGE FROM 2006 to 2019: • Absolute Change in GHG Emissions 41% Reduction • Operational Energy intensity 32% Reduction • Waste Generation Intensity 21% Reduction • Absolute Water Consumption 37% Reduction METRIC CURRENT LEVEL: • Alternative/Renewable Energy Use 35.5% • Waste Recycled 87.1% Plants certified with ISO 14001:2004 Environmental Management System include: • Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018 • Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021 • Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017 • Mapleton - 14001:2004 self-certification - issued January 2013 • Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021 • Reman Services - Franklin - ISO 14001:2004 - May 2017	
39	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.	Plants certified with ISO 14001:2004 Environmental Management System include: • Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018 • Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021 • Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017 • Mapleton - 14001:2004 self-certification - issued January 2013 • Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021 • Reman Services - Franklin - ISO 14001:2004 - May 2017	*

40	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.	Two of our dealers in North America are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity program, which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran- and service-disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments, and which are not.

41	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?	RELIABLE RENTAL EQUIPMENT: CAT dealers keep their rental fleets fresh. Industry data demonstrates that the average age of rental equipment in CAT dealers' fleets, is consistently less than the rental industry as a whole. Please refer to in the attached "Additional Documents" zip folder for the "Rental Fleet Asset Age Comparison-Cat vs. Industry" chart for the data. BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Caterpillar products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer a suite of aftermarket safety products and services that are unique in the industry. Caterpillar Safety Services offers culture, jobsite & leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. These products and services are available at a 15% discount from the list price. Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price. Examples of products and services available include (this list may be augmented as new products/services become available): a) Cat Detect suite of products (allows machines to sense people and objects near them) b) Driver Safety System (detects and reacts to signs of fatigue and distraction) c) Cat SmartBand (monitors activity and sleep data) PRODUCT ATTRIBUTES: Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at www.cat.com.

Table 9: 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 *
42	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see Attachment D for details.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located.
46	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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
47	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.
48	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: a) Powertrain b) Powertrain + Hydraulics c) Powertrain + Hydraulics + Technology d) Premier A description of all these options is included in the attached Equipment Protection Plans document. Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers. 2) Customer Value Agreements (CVAs): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVAs are a useful tool to manage expenses. Most CVAs are bundled at the time of purchase; however, they may be added at any time.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	CAT dealers are independently owned businesses. As such, their payment terms vary, but all will be stated on individual rental agreements and invoices.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Participating CAT dealers offer both leasing and financing options to governmental members of Sourcewell, at rates lower than available to the general public.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a Sourcewell participating entity decides to rent from a participating Cat dealer, they simply include their Sourcewell member number and Sourcewell contract number on the Rental Delivery Order they issue to the participating Cat dealer. 2) Upon acceptance of the rental order the participating CAT dealer issues the rental agreement to the Sourcewell participating entity, and at the entity's direction, either makes ready for pick-up or delivers the equipment. 3) Commensurate with the entity's credit standing, the participating CAT dealer will invoice the entity at the conclusion of the contracted rental term or upon return of the equipment; whichever occurs first. 4) If the rental is for an extended period of time, e.g. more than one month, the participating Cat dealer in consultation with the Sourcewell participating entity; may invoice the Sourcewell participating entity at a periodic interval, e.g. at the conclusion of each week or month. 5) Upon payment receipt from the Sourcewell participating entity, the participating CAT dealer will, on a monthly basis, submit a report to Caterpillar of equipment rental transactions to participating Sourcewell members renting equipment using the Sourcewell-CAT rental contract. Such reports will include the member number provided to the dealer by the participating Sourcewell entity. 6) On a monthly basis, Caterpillar will aggregate these reports . On a quarterly basis, Caterpillar will submit a consolidated report along with payment of the Sourcewell administration fee. Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.	*
52	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?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	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.	Our pricing model is simple. Participating CAT dealers will offer participating Sourcewell members, national not-to-exceed rental rates. Please refer to Attachment "2020 CAT RENTAL RATES-SOURCEWELL" which includes rates for the U.S. (pages 1-4) and Canada (pages 5-7) for nationwide daily, weekly, and monthly rental rates for a wide variety of CAT branded equipment, as well as a selection of popular equipment from other OEMs represented by CAT dealers. These Sourcewell not-to-exceed nationwide rental rates represent the maximum rate that a Participating Dealer may charge Sourcewell participating entities. Local rental rate market conditions vary greatly. Consequently, dealers may be able to offer additional discounts in their local markets.
54	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.	Because rental rates vary considerably across the U.S> and Canada, the discounts applied in the attached "Cat 2020 Rental Rates-Sourcewell" rate schedule are net rates that include an average of 10% off already applied. Caterpillar strongly encourages Sourcewell members to ALWAYS contact their local participating CAT dealer and request rental rate quotes specific to the Sourcewell members equipment needs and the dealer's local market. Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions. Please refer to the attached documents and visit www.safety.cat.com and www.safelyhome.cat.com for details on these services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Participating CAT dealers are empowered to consider rental order volume, repeat rentals, member responsiveness, etc. They may offer participating Sourcewell members additional discounts and/or services at their discretion.
56	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.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage Cat dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Participating Sourcewell members and participating CAT dealers are responsible for including the Sourcewell membership number on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales or rentals and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating dealers may charge for haulage and permits that may be required.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their local participating Cat dealer. Dealers may charge fees for delivery to the member's location.

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Equipment offered for rent can vary considerably in size and weight. If there are unique member requirements participating CAT dealers will be happy to discuss these on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	This proposal offers participating Sourcewell members the ability to receive consistent and guaranteed "not-to-exceed" rental rates valid nationwide in the U.S. and Canada, for the term of this contact. Whereas previously, members would be subject to variable local dealer pricing based upon equipment availability and market conditions at the time of the rental transaction.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. 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.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. • After month end, we will gather rental transaction data attributed to participating Sourcewell members who rent equipment via the Sourcewell-CAT equipment rental contract number: (TBD) and aggregate it for our reporting. • After quarter end, Caterpillar Inc. will send the quarterly rental transaction report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
63	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. (See the RFP and template Contract for additional details.)	Similar to Sourcewell contract #032119-CAT; Caterpillar would be pleased to offer an administration fee of 0.50% of rental revenue only earned by participating CAT dealers from the rental of equipment to participating Sourcewell members through the Sourcewell-CAT equipment rental contract number: (TBD). Other charges, including transportation, environmental fees, re-fueling, repairs and damages, cleaning charges and taxes will not be included in the administrative fee. Caterpillar will pay this fee and will not ask Sourcewell members to pay this fee. Participating CAT dealers will be required to provide Caterpillar a summary of transactions in order to provide Caterpillar and Sourcewell the necessary details to perform upon the administrative fee payment.	*

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is offering the rental equipment product lines as listed in the attached "CAT 2020 Rental Rates-Sourcewell" rate schedule. This includes over 130 items of Cat branded equipment as well as popular equipment from other OEM brands represented by participating CAT dealers. Participating CAT dealers also offer hundreds of work-tool attachments including augers, blades, brooms, buckets, forks, hydraulic hammers, and many more. In addition to rental machines and work tools, we are happy to offer members access to used machines, parts, service, extended service coverage plans, CVAs, products from Cat Safety Services, sourced goods, and open market items.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The construction and related equipment offerings include, but are not limited to: compressors, articulated trucks, articulated booms, backhoe loaders, cranes, crawler & wheel loaders, track dozers & loaders, rollers, dump trucks, tracked & wheeled excavators, forklifts, generators, HVAC equipment, compaction equipment including rollers, light utility vehicles, lighting equipment, motor graders, scissor lifts, skid steer and track loaders, sweepers and brooms, telehandlers, telescopic booms, trenching equipment, water trucks, and welders.

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

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

Line Item	Category or Type	Offered *	Comments
66	Construction Equipment (describe heavy, medium or light in Comment field)	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
67	Construction Tools	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
68	Electrical Tools	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
69	Heating, Ventilation and Air Conditioning (HVAC) Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
70	Material Handling Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
71	Pumps	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
72	Concrete and Masonry Equipment and Tools	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
73	Public Works and Utility Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
74	Trucks and Trailers	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.

75	Waste and Debris Handling Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
76	Generators	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
77	Tree, Lawn, and Landscape Equipment	(•) Yes ( ) No	Equipment in these categories include, skid steer loaders, compact track loaders, compact articulated wheel loaders, mini-hydraulic excavators, etc. Visit local participating CAT rental dealer for selection and current availability.
78	Snow and Ice Removal Equipment	(•) Yes ( ) No	This includes work-tools such as snow plows and snowblowers. Visit local participating CAT rental dealer for selection and current availability.
79	Facility Maintenance and Cleaning Equipment	(•) Yes ( ) No	This includes work-tools including rotary brooms, utility brooms, pickup brooms. Visit local participating CAT rental dealer for selection and current availability.
80	Safety Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
81	Temporary Shelters and Seating	( ) Yes (•) No	n/a
82	Audio Visual Equipment and Public Address Systems	( ) Yes (•) No	n/a
83	Portable Sign Boards, Portable Traffic Signals, Road Barricades and Signs	( ) Yes (•) No	n/a
84	Environmental conditions or Emissions Monitoring Equipment, Calibration and Testing Equipment, and Imaging Equipment	( ) Yes (•) No	n/a
85	Delivery, Installation or Setup, Removal, Repair, Maintenance, Equipment Training Programs, Safety Training Programs	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
86	Used Rental Equipment Sales	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.

Table 15: Industry Specific Questions

Line Item	Question	Response *
87	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.	Caterpillar, Inc. collects rental transaction data from CAT dealers, industry trade associations, as well as 3rd party data analytics providers. We will closely monitor the total volume / value of rental business transacted with Sourcewell members under this contract within each participating CAT dealer's service territory.

88	Identify any additional costs not included in the rental equipment cost, such as delivery fees, loading and unloading fees, equipment fuel surcharges, environmental fees or permits.	1. Freight / delivery fees- There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating CAT dealers may charge for haulage and permits that may be required. 2. Environmental fees: The local participating CAT dealer may charge an environmental fee not to exceed 1.5% of the rental rate. 3. Fuel Surcharges: As part of the pre-rental inspection process, equipment will generally be fully fueled unless prohibited by local ordinance. If equipment is returned with less fuel than when it was delivered, then the participating CAT dealer may charge the Sourcewell member for top-up fuel. Fuel charges are posted at the dealer shop and will be communicated when equipment is rented. 4. Cleaning and damages: The participating CAT dealer may charge for cleaning equipment that is not returned clean and for damages caused by the Sourcewell member. 5. Over hours or excess usage charges: If Participating Entity makes a greater use of the Rental Equipment, Participating Entity shall pay Participating Dealer additional rental charges for the excess use of the Rental Equipment as follows: for every hour of overtime the charge is equal to the applicable rate of the Rental Equipment Rental Price divided by the applicable maximum hours. Customer shall advise Participating Dealer when equipment is used more than a single shift.
89	Describe your rent-to-buy option program for new rental equipment, if applicable.	CAT dealers are independently owned and the rent-to-buy options each offers will vary due to a number of factors including local market conditions. Sourcewell members interested in rent-to-buy options are encouraged to contact their local participating CAT dealer for locally available solutions.
90	Describe your used rental equipment sales program, if applicable.	CAT Certified Used equipment is selected, inspected and serviced to a higher standard while still providing an economical purchase alternative. CAT dealers and CAT Finance have a massive inventory of used equipment for sale, from construction equipment and power systems to work tool attachments and allied products and more. Whether a Sourcewell member is looking for good used equipment, work-tools or an upgrade for an existing piece of equipment in their fleet; chances are, their local participating CAT dealer will have the equipment they need. CAT dealers currently have over 28,000 pieces of used equipment, generators, engines, and parts available for sale. Sourcewell members may purchase used equipment from the inventory of any CAT dealer in the U.S. and Canada at locally competitive prices. Please visit the CAT used equipment website for further details: https://catused.cat.com
91	Describe any training programs related to this proposal, such as OSHA training, safety training, or other related certifications.	Caterpillar and participating CAT dealers offer a comprehensive range of equipment operation and safety training. OPERATOR TRAINING: Caterpillar Equipment Training Solutions (ETS) provides customers with training and support needed to improve the skill of their operators. The success of your construction or maintenance projects depends on the ability of your operators. Good equipment operators move the maximum amount of material in the minimum amount of time. They operate machines safely, and they know how to cut down on

unnecessary wear and tear. Learn how to elevate your operators to higher levels of proficiency and get the full potential out of your investment with Caterpillar's suite of operator training solutions.

Please visit our operator training website for further details: https://www.cat.com/en_US/support/operations/operator-training1.html

SAFETY SERVICES CONSULTATION & TRAINING:
Safety is a core Caterpillar value and integral to everything we do – from equipment design to operator training to service delivery. Work together with Caterpillar to improve safety and productivity using proven methodologies to drive sustainable safety culture excellence.

Safety Technology:
Reduce risk in, on and around heavy equipment in challenging site conditions. Caterpillar provides solutions to keep workers away from hazardous conditions while improving awareness and visibility, especially when equipment and people are working in close proximity.

- The safety of equipment operators and site support staff begins with safe and well-maintained equipment. Caterpillar provides equipment walk-around tools, technology and processes to ensure that equipment is regularly serviced, inspected and repaired, reducing the risk of injuries, incidents and property or equipment damage.
- Grade and compaction control systems reduce the need for surveyors in the path of heavy equipment while building haul roads. These features also provide the ability to map equipment avoidance zones for unsafe slopes, high-walls, underground crushers and other hazards.
- Object detection and visibility systems enhance operator awareness of the immediate environment around manned or remotely controlled equipment, whether it is a mobile machine or fixed equipment such as an underground longwall system.
- Operator fatigue and distraction results from a combination of long working hours, repetitive duties, demanding production schedules, solitary work environments and challenging jobsite environments. It reduces worker productivity, but more importantly increases the risk of accidents, injuries and their associated financial fallout. Caterpillar provides in-cab technology to detect operator fatigue and distraction and deliver real-time alerts to the driver and dispatcher. Our fatigue risk management services include shift-worker training to manage fatigue, supervisor training for fatigue identification and intervention, shift scheduling and roster analysis, and support for fatigue analytics/human error analysis.

Behavioral Operator Education:
Improve site productivity and operator safety. Safe operation of a mobile machine starts with understanding the capabilities and limitations of the machine and the skills and competencies of the operator.

- Operator training delivered by Caterpillar Certified Operator Trainers is customized for the unique skills and competencies of your operators as well as the specific machines in your fleet. Building on the basics of walk around inspections and standard operations, our program targets specific improvements identified at your site through equipment data analysis and site observations, enabling operators to maximize the safe operation of the machine.
- Accident and abuse analysis provides critical insight into how the machine is being operated. With an understanding of your site, the design and operating characteristics of the machine and data analysis we can identify operator techniques that adversely affect safe operation. Working together with the site management we

develop a monitoring, communication and training program that modifies operator behavior.

Safety Culture Development:
Build a sustainable culture of safety excellence. A culture of safety excellence is built by continuously improving processes, management systems and the underlying culture.

- Whether you're at the beginning of your safety journey or preparing to move to the next level, a cultural assessment will help you determine where to focus your continuous improvement efforts. The Safety Perception Survey from Caterpillar Safety Services reveals employee attitudes and beliefs to help you make fact-based, data-driven decisions.
- The successful development of a safety culture starts with the leadership of an organization and extends through all levels and functional areas to the front-line operators and site support staff. Caterpillar safety training programs and workshops, apply proven business principles to improve communication, elevate safety awareness, reduce complacency, and adopt action plans that eliminate risk. Our safety culture products help you elevate safety as a core business value.
  - S.T.A.R.T.™ Safety performance is dependent upon leadership actions that demonstrate a relentless commitment to a culture of zero. Supervisor Training in Accountability and Recognition Techniques (S.T.A.R.T.™) elevates safety performance by demystifying safety management, providing managers and supervisors with the skills to impact safety perceptions and behaviors throughout your organization.
  - Speak Up!/Listen Up! Effective communication is a cornerstone in building a strong, sustainable culture of safety excellence, but talking about safety doesn't always come naturally on the job site. Speak Up!/Listen Up! gives employees simple tools and a practical process for delivering and receiving safety-related feedback effectively.
  - Recognize It! Focus on the positive and eliminate blame to further a culture of safety excellence. Recognize It! training provides the tools to help supervisors more effectively acknowledge what workers do right. The key take-away? As soon as a supervisor observes someone working safely, he or she needs to call it out in a timely, sincere and specific way.
- Our rapid improvement workshops engage front-line employees in developing systems that integrate safety activities into everyday processes. Use data from equipment, site conditions and operators to identify and mitigate risks. Establish the baseline, use root-cause analysis and leverage accountability and recognition to develop a sustainable solution.

PUT OUR CAPABILITIES TO WORK IN YOUR BUSINESS
Caterpillar Safety capabilities can be provided as individual services, but are most valuable when delivered as part of a comprehensive plan to optimize site performance. For more information about optimizing your financial resources, contact an expert at info@collaboratewithcat.com or visit CollaborateWithCat.com.

Please refer to attached "CAT Safety Services Agreement National Accounts template.pdf" for description of services offering and applicable discounts that will be extended to Sourcewell participating entities.

92	Describe maintenance responsibility (e.g., vendor or end user) related to long-term rentals.	Participating Dealer must, at its expense, perform all normal periodic maintenance on the Rental Equipment. Normal periodic maintenance is included in the Rental Price, when Rental Equipment is operated by Customer within fifty miles of Participating Dealer's service facility. Participating Dealer will determine the periodic maintenance charges for Rental Equipment operated in excess of fifty miles from a Participating Dealer service facility. Customer must, at its expense, maintain the Rental Equipment in proper condition by performing adjustments and lubrication, set forth in the Operation and Maintenance Manual ("OMM"), including, without limitation: (a) on a daily basis checking and maintaining all hydraulic, transmission, cooling and fluid systems, tire pressure, and all battery fluid and charge levels; (b) on a daily basis checking teeth, cutting edges and tire conditions; (c) repairing and replacing damaged tires as needed; and (d) using the Rental Equipment in the manner prescribed by the applicable manufacturer. Except for the adjustments, lubrication, inspections and repairs described above, Customer shall not permit anyone to service, repair or alter the Rental Equipment without Participating Dealer's prior approval. If the Rental Equipment fails to operate properly or requires repair, Customer must immediately stop using the Rental Equipment and notify Participating Dealer of the mechanical condition or damage. As it pertains to any equipment on the attached "CAT 2020 RENTAL RATES-SOURCEWELL" rate schedule, where the rental rates are designated as "CALL"; scheduled maintenance charges are not included. In such case, the Customer and the dealer will price those separately.	*
93	Describe procedures for repair or replacement of rental equipment that becomes inoperable during the rental period.	Once the Sourcewell member takes delivery of the rental equipment, the local participating CAT dealer will be there to provide ongoing support. Members can reach their local participating CAT dealer by phone whenever they have questions or need technical support. Around-the-clock repair service is available to handle unexpected mechanical issues quickly and reduce unproductive downtime. Upon notification of equipment malfunction, local participating CAT dealer service personnel will attempt to initiate remote diagnostic troubleshooting procedures via CAT Product Link telematics technology (applicable to CAT brand equipment only) to determine the nature of the failure and if it can be resolved via a remote over-the-air software update to the equipment's onboard electronic control modules. If the problem cannot be resolved via remote diagnostics, then the local participating CAT dealer will promptly dispatch a field service technician to the customer's jobsite to attempt repair, typically within 2-4 hours. If the equipment cannot be repaired on site, the participating CAT dealer will promptly deliver a replacement unit typically, same day or next day dependent upon when the determination is made that the rented equipment cannot be repaired on site.	*
94	Explain the procedures and timelines for providing equipment to a vendor or dealer location that does not have a piece of equipment in inventory.	CAT dealers have over $13 billion in rental fleet assets in the U.S. and Canada. Furthermore, CAT dealers maintain strong cooperative working relations with their neighboring CAT dealers. In the unlikely event that the member's local participating CAT dealer does not have the requested equipment type / size currently available in their yard; the dealer has the capability to leverage their neighboring dealers' fleet. However, due to variability in availability and market conditions, this may result in a locally negotiated rental rate that may be different than the Sourcewell rental rate. In such case, the rate would be negotiated between the member and the local participating CAT dealer before awarding a rental order.	*

95	Describe the extent to which your proposal includes a customer owned equipment repair program. If applicable, describe the types of repair procedures, including transportation, on-site repair, labor and parts costs, or warranty offering.	For Sourcewell members who would like assistance from their local participating CAT dealer with maintenance and repair of the members' owned equipment fleet, they can schedule the work themselves as needed, or the participating local CAT dealer have available, a variety of CVAs (Customer Value Agreements). These are completely customizable, but they offer starting points for several levels with corresponding price points which vary by product. Members should contact their local participating CAT dealer for alternative options such as: • Customer performed preventative maintenance - the local participating Cat dealer will provide the necessary parts per the maintenance schedule; the member will do the work. • The local participating Dealer performs preventative maintenance - the dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum. • Component maintenance and repair agreement - the participating local CAT dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life. • Total maintenance and repair agreement - the participating local Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

2. Documents should OT 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."

- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday June 23, 2O2O 14:38:1O
- Marketing Plan/Samples - Marketing Plan- Samples.zip - Tuesday June 23, 2O2O 14:4O:13
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Attachment D - Warranty Statements.pdf - Tuesday June O9, 2O2O O9:46:O5
- Pricing - CAT 2O2O RE TAL RATES-SOURCEWELL.pdf - Tuesday June 23, 2O2O 12:47:26
- Additional Document - Additional Documents.zip - Tuesday June 23, 2O2O 15:34:38

Proposer's Affidavit

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:

    a. 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;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

c. 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. - Christopher Gustafson, Global Accounts & Allied Product Manager, Caterpillar 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 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_8_Equipment_Rental_RFP_062320 Mon June 15 2020 09:00 AM	☑	1
Addendum_7_Equipment_Rental_RFP_062320 Tue June 9 2020 03:02 PM	☑	1
Addendum_6_Equipment_Rental_RFP_062320 Mon June 8 2020 03:27 PM	☑	1
Addendum_5_Equipment_Rental_RFP_062320 Wed June 3 2020 04:28 PM	☑	1
Addendum_4_Equipment_Rental_RFP_062320 Wed June 3 2020 07:49 AM	☑	1
Addendum_3_Equipment_Rental_RFP_062320 Mon June 1 2020 09:20 AM	☑	1
Addendum_2_Equipment_Rental_RFP_062320 Tue May 12 2020 04:30 PM	☑	1
Addendum_1_Equipment_Rental_RFP_062320 Tue May 5 2020 02:24 PM	☑	1

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AMENDMENT #1
TO
CONTRACT #062320-CAT

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **SOURCEWELL** and **CATERPILLAR INC.** (Vendor).

WHEREAS, Sourcewell and Caterpillar entered into a Contract (#062329-CAT) having an effective date of September 17, 2020, ("Contract");

WHEREAS, pursuant to Section 10. A. Assignment therein, Caterpillar may subcontract certain obligations to its dealers, including in some cases dealers in Canada;

WHEREAS, the parties desire to amend Section 20. Insurance of the Contract to account for the different insurance products available in Canada when a subcontract is issued to a dealer located in that country; and

NOW THEREFORE, in consideration of the mutual promises made herein and intending to be legally bound hereby, Sourcewell and Caterpillar agree as follows:

Section 20. Insurance A. Requirements of the Contract is amended to add the following after the last paragraph of subsection A:

Canadian Dealers:
In the event Vendor subcontracts its obligations hereunder to a Dealer in Canada pursuant to Section 10. A. ("Canadian Dealer"), at its own expense the Canadian Dealer must maintain insurance policy(ies) in effect at all times during the performance of this Contract with coverage and limits of insurance not less than the following:

1. *Workers' Compensation*. Canadian Dealer shall at all times comply with the applicable requirements of the Workers' Compensation Act of Alberta as amended or substituted from time to time (or equivalent statutory requirement within the jurisdiction where the Services shall be performed) and shall, upon demand by Sourcewell, deliver to Sourcewell a certificate from the Workers' Compensation Board (or other equivalent entity) showing that the Canadian Dealer is registered and in good standing with the Workers' Compensation Board (or other equivalent entity).

2. *Commercial General Liability Insurance*. Canadian Dealer will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from third party bodily injury, property damage, contractual liability and non-owned automobile liability. All required limits, terms and conditions of coverage must be maintained during the performance of this Contract.

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Minimum Limits:
CDN 3,000,000 Each Occurrence (inclusive of bodily injury and/or property damage)
CDN 5,000,000 Aggregate for Products & Completed Operations
CDN 5,000,000 General Aggregate

3. *Automobile Liability Insurance.* During the performance of this Contract, Canadian Dealer will maintain insurance covering any and all motor vehicles owned, operated or licensed by Canadian Dealer and used in the performance of this Contract.

Minimum Limits:
CDN 3,000,000 per occurrence

Failure of Canadian Dealer to maintain the required insurance during its performance under the Contract bar the Canadian Dealer from performance under this Contract.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 7/13/2022 | 12:31 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Brenda Schmidt
11D2659E7DFB4C6...
Brenda Schmidt National Accounts Manager, N.A.

Date: 5/26/2022

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 7/13/2022 | 12:58 PM CDT

RFP #062320
REQUEST FOR PROPOSALS
for
Equipment Rental with Related Services

Proposal Due Date: June 23, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Equipment Rental 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 June 23, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	April 30, 2020
Pre-proposal Conference:	June 2, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	June 16, 2020, 4:30 p.m., Central Time
Proposal Due Date:	June 23, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 23, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency 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, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors 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 vendors' 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:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- 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, Calgary, 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;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. 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, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

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 that 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, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Equipment Rental with Related Services, including, but not to be limited to:

a. Heavy, medium or light construction equipment, electrical tools, power equipment and general construction tools, heating, ventilation and air conditioning (HVAC) equipment, material handling equipment, pumps, concrete and masonry equipment and tools, public works and utility equipment, trucks and trailers, waste and debris handling equipment, generators;
b. Tree, lawn, and landscape equipment, snow and ice removal equipment, facility maintenance and cleaning equipment, safety equipment, temporary shelters and seating, audio visual equipment, public address systems, portable sign boards, portable traffic signals, road barricades and signs;
c. Environmental conditions or emissions monitoring equipment, calibration and testing equipment, and imaging equipment;
d. Related services, including delivery, installation or setup, removal, repair, maintenance, equipment training programs, safety training programs; and,
e. Used rental equipment sales.

2. The primary focus of this solicitation is on equipment rentals. This solicitation should NOT be construed to include:

a. Automotive rental or leasing.

Proposers may include related equipment, supplies, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

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 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 vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires 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. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

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$80 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. 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.
3. 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.
4. 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 services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, 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 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 request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

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 vendor 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 on page one of 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

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:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) 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 twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the 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 Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in 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:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- 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 electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) 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 Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the 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 (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	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. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; 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 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.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell

5/5/2020

Addendum No. 1
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a way to export or download the questions within the specification tables?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF", if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 5/5/2020, is required at the time of proposal submittal.

5/12/2020

Addendum No. 2
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental 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:

When submitting a response to this RFP, is it acceptable to offer just one line item from the Requested Equipment, Products, and Services?

Answer 1:

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

Question 2:

For future reference, will the response from a previous RFP automatically populate the fields of a new RFP as appropriate (i.e. Tables 1 through 11)?

Answer 2:

Each opportunity posted to the Sourcewell Procurement Portal represents a separate and distinct competitive solicitation. The content of a vendor's proposal will not automatically carry over to future proposals.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.

6/1/2020

Addendum No. 3
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would the rental of used fire apparatus be considered in the scope of the RFP?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/1/2020, is required at the time of proposal submittal.

6/3/2020

Addendum No. 4
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a dealer representing a corporate manufacturer in a geographical area allowed to submit a bid or would this bid be expected to come from a corporate level?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

6/3/2020

Addendum No. 5
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a company is offering a proposal for this RFP, must the company have the equipment in their owned inventory?

Answer 1:

Each proposer, in its discretion, will determine how to best demonstrate the depth and breadth of their offered equipment, products, or services, and their ability to serve Sourcewell participating entities. Refer to Questionnaire Tables 14A, 14B, and 15, of Step 1 of the bid submission process within the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

6/8/2020

Addendum No. 6
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

RFP Section II. E. "ESTIMATED CONTRACT VALUE AND USAGE" states, "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$80 Million." Can you please provide a listing as to the quantities and types of equipment that make up this estimate?

Answer 1:

The RFP anticipated volume is an aggregate estimate based on past volumes of similar contracts. It is an aggregate estimate only, and no sales or sales volume are guaranteed.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/8/2020, is required at the time of proposal submittal.

6/9/2020

Addendum No. 7
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Please provide more clarification in regards to Line Item 69 - Heating, Ventilation and Air Conditioning (HVAC) Equipment. In order to provide a bid for this line item, more specifications as to the requirements of the type of product (application, desiccant, SCFM requirements, etc.) is being requested.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/9/2020, is required at the time of proposal submittal.

6/15/2020

Addendum No. 8
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 2, Question 9 regarding financial stability, and Question 13 "how is your organization best described", should the responses be from the point of view of the parent company or the subsidiary that handles rental of equipment?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial stability and organizational information to Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/15/2020, is required at the time of proposal submittal.

CATERPILLAR®

Caterpillar Inc.

100 NE Adams Street
Peoria, IL 61629

Rental National Accounts

Contract effective date: September 17, 2020

Re: pricing for equipment rental & related services on Sourcewell contract 062320-CAT

Sourcewell contract #062320-CAT extends to participating members the following:

1. **Equipment Rental**:
    a. Nationwide not-to-exceed rates for a wide variety of Cat® branded equipment, as well as equipment from more than 70 other brands, represented by Cat equipment dealers and The Cat Rental Store locations.
    b. Subject to local market conditions, Cat dealers and The Cat Rental Stores, may offer rates lower than, but are not permitted to charge rates higher than, the national contract rates.
    c. Contact your local The Cat Rental Store location for custom rate quote. To find the locations nearest you, please visit: https://www.catrentalstore.com/en_US/locations.html
2. **Cat Safety Services**:
    a. 15% off standard / list prices
    b. For details on product service offerings, please visit: https://www.cat.com/en_US/support/safetyservices.html

    or contact our safety experts at: 1-866-963-3551

If you have further questions, please contact Caterpillar Inc.:

John Frame
National Rental Accounts Manager - Governmental
Office: 309-675-2891
E-mail: GOVRental@cat.com

or

Mary Clutter
Sales Support Coordinator
Office: 309-578-4406
E-mail: GOVRental@cat.com

Caterpillar: Confidential Green

DocuSign Envelope ID: E3B7CE79-5EBB-4440-9E9F-35A3568E06E0

CONTRACT EXTENSION

Contract Number: 062320-CAT

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	Caterpillar Inc. 100 NE Adams St Peoria, Illinois 61629-0001 (Vendor)

have entered into Contract Number: 062320-CAT
for the procurement of: Equipment Rental with Related Services

The Contract has an expiration date of 2024-08-27 , 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 2025-08-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Paulo Carrolo 0FE6007B9A6244F...
Authorized Signature	Authorized Signature
Jeremy Schwartz	Paulo Carrolo
Name	Name
Chief Operating and Procurement Officer	East Region Director – RS/CRNA
Title	Title
6/6/2024 | 9:38 AM CDT	6/7/2024 | 11:37 AM PDT
Date	Date

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 3/9/2023

Requested Action by Commission:
Approval to issue a Purchase Order for the rental of a 1.000 Kilowatt (KW) emergency backup generator and cables at the East Water Treatment Plant (EWTP) from Pantropic Power Cat for a monthly cost of $11,056.80 and service cost of $2,095.00 twice a year for a total annual cost of $136,871.60. Utilizing the Sourcewell NJPA Contract #062320-CAT, previously approved by Commission on February 15, 2022.

Explanation of Request:
Contract Period: September 17, 2020 - August 27, 2024

The East Water Treatment Plant operating permit requires an emergency backup power system to enable continuity during any power outage. Installation of a permanent backup power system is underway. However, the Plant requires a temporary generator until the permanent backup power system installation is completed.

The pricing is based upon Sourcewell NJPA Contract # 062320-CAT and Pantropic Power Cat is an authorized Caterpillar Dealer. Sourcewell NJPA procurement process satisfies the City's competitive bid requirements.

How will this affect city programs or services? The rental of an emergency generator provides continuity of water service to customers.

Fiscal Impact: Money is budgeted in account number 401-2811-536-44.30 for rental, and account number 401-2811-536-46.20 for service costs.

Alternatives: The City of Boynton Beach could issue its own bid for these services but, the City benefits from bid pricing secured by a governmental agency offering a larger scope of work.

Strategic Plan: High Performing Organization, Public Health and Safety

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Quotes	Pricing from Local CAT Dealer
🗋	Contract	Sourcewell NJPA Contract
🗋	Other	RFP and Addendums Sourcewell NJPA
🗋	Other	Sourcewell NJPA 062320 CAT Pricing Info

Pantropic Power, Inc.
One Source, One Call, One Solution
www.pantropic.com
8205 NW 58th ST
Miami, FL 33166

DATE 1/30/2023
Contract # RAG01302023-1
Customer Acct. #: 3516800
Contract valid until: 3/1/2023

Contract For: Brian Heller
124 E Woolbright Road
Boynton Beach, Fl 33435

JOBSITE: City of Boynton Beach
Name:
Address: SAME

Roberto Garcia
Email: Roberto_Garcia@pantropic.com
Phone: (305) 592-4944, ext. 3022

Phone 561-742-6420
Cell
Email: Hellerb@bbfl.us

Cell: (305) 970-5902

Comments or Special Instructions:

START DATE	COLLECTION PERIOD	ESTIMATED END DATE	SHIFT	TAXABLE?	INSURANCE?	TERMS OF PAYMENTS
1/30/2023	MONTHLY	1/1/2024	Standby (0 hrs)	No	Yes	Net 30

12

QUANTITY	Item ID	DESCRIPTION	Additional Descritpion	UNIT PRICE	AMOUNT
1	XQ1000_NC	1000 KW Generator,internal 1250 g fuel tank. Fuel consumption is 53.0 g/hr at 3/4 load.		$ 10,840.00	$ 10,840.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
20	4_Odd_50_Ft	4/0 50' Cam Lok Cable		n/c	
20	4_Odd_Female_Lugged	4/0 Female Lugged Pigtail		n/c	
20	4_Odd_Male_Bare	4/0 MB Pigtail		n/c	
					$ -
					$ -
					$ -
					$ -
					$ -
	Loss Waiver	Loss Waiver		14%	
	Rental_Evf	Environmental Fee		2%	$ 216.80
	Rental_Fue	Fuel Charge			$ -
	Re_Trans_E	Rental Transport External	R/T to and from Job Site		$ -
					$ -
		No transport cost as this was paid on the first			$ -
					$ -
					$ -
	Re_Mainten	Rental Maintenance	PM is required every 250 hours of run time. Invoiced seperately as needed		$ -
					$ -
			Each PM cost is	$ 2,095.00	
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

***Notes:**

SUBTOTAL	$ 11,056.80
TAX RATE	
SALES TAX	$ -
OTHER	$ -
1st MONTH TOTAL	**$ 11,056.80**
SUBSEQUENT MONTH/S TOTAL	**$ 11,056.80**

Roberto Garcia
Rental Sales

Customer Signature (Required):
Printed Name:
Date:
PO #:

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Sourcewell

Solicitation Number: RFP #062320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 510 Lake Cook Road Suite 100, Deerfield, IL 60015 (Vendor or Caterpillar).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 27, 2024 unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

While Caterpillar is Vendor under the Contract, pursuant to Section 10(a) it will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a

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Participation Agreement with Caterpillar obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Caterpillar shall be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Caterpillar will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Caterpillar under the terms of this Contract.

Rental equipment may not be current year model and may be used, having been rented by Participating Dealer's prior customers. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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. Any warranties granted to Participating Entities shall be granted solely by the Participating Dealer renting or otherwise providing the Equipment, Products or Services, as agreed between the parties. If rented equipment needs repair or replacement during the rental period, the Participating Dealer will repair or replace the Equipment at its cost and expense; provided that if the repair or replacement is as result the Participating Entity's misconduct, abuse, misuse, neglect or negligence, such Participating Entity will be responsible for the cost of repair or replacement. Except as expressly stated herein, all warranties, including any implied warranty of merchantability or of fitness for a particular purpose are expressly excluded and disclaimed.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and

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contract number, formal rental rate quotes will list all costs, including delivery expenses, such as freight and permits (when required).

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.

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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- 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 Request Form will be become an amendment to this Contract and 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. Caterpillar will not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join

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Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Participating Dealers with payment made to the dealer as agreed. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 any Participating Addendum, are to be negotiated between a Participating Entity and Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Participating Dealer may agree to provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone

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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.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. 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

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;

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- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for one percent (1%) multiplied by the total net rental revenue (excludes freight, permits, and fees) of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter as the administrative fee. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. 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. LIABILITY

Intentionally omitted.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

Intentionally omitted.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY. Intentionally omitted.

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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

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19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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:

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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.* Vendor 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-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Vendor 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, Vendor 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

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Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. WAIVER OF SUBROGATION. Vendor 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 Vendor 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 Vendor or its subcontractors. A Participating Dealer may waive subrogation against a Participating Entity on a case-by-case basis.

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.

21. 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. Participating Dealers 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 Participating Dealers conduct with Sourcewell and Participating Entities.

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22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Intentionally omitted.

24. CANCELLATION

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 9/16/2020 | 10:23 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 9/17/2020 | 1:42 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Chris Gustafson
5C82585C5151405...
Chris Gustafson
Title: Global Accounts & Allied Prod. Mgr.

Date: 9/17/2020 | 11:39 AM PDT

RFP 062320 - Equipment Rental with Related Services

Vendor Details

Company Name:	Caterpillar Inc
Does your company conduct business under any other name? If yes, please state:	IL
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Darren Wilson
Email:	Wilson_Darren_R@cat.com
Phone:	309-265-4542
HST#:	

Submission Details

Created On:	Monday May 18, 2020 15:44:18
Submitted On:	Tuesday June 23, 2020 16:17:32
Submitted By:	John Frame
Email:	Frame_John_J@cat.com
Transaction #:	08b57e2d-460c-40d2-a160-12248816b576
Submitter's IP Address:	34.69.162.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Caterpillar Inc.	*
2	Proposer Address:	510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015	*
3	Proposer website address:	caterpillar.com CAT.com	*
4	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):	Chris Gustafson Global Accounts & Allied Prod Mgr. GUSTAFSON_CHRISTOPHER_D@cat.com 1 309 675 4802	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Frame, Rental National Accounts Mgr., Governmental Segment Frame_John_J@cat.com 309-675-2891	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Gustafson Global Accounts & Allied Prod Mgr GUSTAFSON_CHRISTOPHER_D@cat.com 1 309 675 4802	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	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.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L. Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support. Since the founding 95 years ago, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will continue to purchase, lease, or rent Caterpillar products & services in the future. The key to this satisfaction is two-fold: develop & provide the best products and services that empower our dealers to offer the best support. Through this combination, we are proud to prove that our products and services offer the best value to our customers regardless of where they are located. We can prove measurable advantages in total owning and operating costs as well as intangible benefits in terms of standard safety features and telematics information sharing; as well as and many training, fleet health, and application support services offered by our dealers. Please refer to attached "Caterpillar Code of Conduct" in the attached "Financial Strength and Stability" zip folder for details regarding our corporate core values and business philosophy.
8	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members' who have purchased CAT construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar contributes well over half of the revenue Sourcewell receives in the current Heavy Construction (purchase) contract (032119-CAT) and look forward to the opportunity to further grow business and serve members' needs together through a rental contract.

9	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.	Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is “mid-A” rated by S&P and Fitch and has a “low-A” rating with a positive outlook from Moody’s. Maintaining our “mid-A” credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors. Please see five-year financial summary recently published in the attached "2019 Caterpillar's SEC form 10K Financial Summary" in the "Financial Strength and Stability" zip folder , which provides additional details about our financial position. The full text of the 239-page 10-K document can be found on our public website: http://www.caterpillar.com/en/investors/sec-filings.html In 2019, Caterpillar sales and revenues were $53.8 billion. In 2019, Caterpillar delivered record profit per share of $10.74 per share and ended 2019 with $8.3 billion of enterprise cash. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE: CAT) reached the 25th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least $3 billion to qualify as a Dividend Aristocrat.	*
10	What is your US market share for the solutions that you are proposing?	CAT dealers are independent businesses. As such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat heavy equipment, Cat Power Systems, and dealer crane rental locations; Caterpillar has the largest rental fleet based on OEC in North America.	*
11	What is your Canadian market share for the solutions that you are proposing?	CAT dealers are independent businesses. As such Caterpillar cannot share their rental revenue market share. However, with Cat Rental Stores, Cat heavy equipment, Cat Power Systems, and dealer crane rental locations; Caterpillar has the largest rental fleet based on OEC in North America.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Caterpillar Inc. has never been bankrupt.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a manufacturer of construction, mining, energy and transportation equipment, technology and provider of related services. Caterpillar Inc. is a world class manufacturer which distributes products through a vast and capable dealer network. CAT dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe the service parts inventory maintained by CAT dealers is the largest of any construction equipment and power systems brand. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to CAT dealers. The dealers then sell, lease and rent those products to customers. Caterpillar does not sell directly to state, province, nor local governments. Although Caterpillar will sign this contract as a manufacturer, CAT dealers will be given the opportunity to avail themselves of the rental business presented by the contract and will execute all the transactions with governmental, educational and non-profit customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales and rentals occurring outside the terms of this agreement. Caterpillar dealers heartily embrace Sourcewell contracts #032119-CAT, #120617-CAT, and all of them have been trained in there use and as such will already be familiar with Sourcewell's rental contract. In fact, the Sourcewell contract covering equipment & work-tools for purchase (032119-CAT) was leveraged by more than 90% of our dealers in 2018 and 2019. Caterpillar offers specific discounts to Sourcewell members. By renting to members under the Sourcewell contract, participating CAT dealers agree to honor those discounts.	*
14	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.	To the extent of our knowledge, we are unaware of specific licenses or certifications required to pursue the business covered by this RFP.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Caterpillar Inc. has not been suspended or disbarred in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past five years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2018 & 2019. • Sourcewell Legacy Award-2019

>>>2018 Corporate Awards & Recognition
- Forbes Magazine America's Most JUST Companies -- #49
- Forbes World's Most Reputable Companies 2018 -- #47
- Fortune 500 -- #65
- Dow Jones Sustainability Index -- 19-year member
- Fortune World's Most Admired Companies 2018 -- #43
- Forbes America's Best Employers for Diversity 2018 -- #247
- Top Veteran-Friendly Companies 2018 -- U.S. Veterans Magazine
- Woman Engineer Magazine -- Top 50 Employers 2018 -- #21
- Minority Engineer Magazine -- Top 50 Employers 2018 -- #15
- CAREERS & the disABLED Magazine -- Top 50 Employers 2018 -- #9
- Human Rights Campaign Foundation Corporate Equality Index 2018: Score = 90
- Forbes 2018 Top 25 Places to Work in Brazil -- #5
- Forbes Best Employers for Women 2018 -- #245
- Interbrand Best Global Brands 2018 -- #82
- Top 150 Global Licensors – Global License
- Top 1,000 companies with the Strongest Female Leaders – Mogul
- 7 Companies with Impressive Mentorship Programs – Glassdoor
- Top-Rated Workplaces: Best For Veterans – Indeed
- Best Product Support in 2018 – Brazilian Association of Technology for Construction and Mining
- Facility of Distinction for Safety – Indonesia
- Certification on Promoting Work Life Balance – Japan

>>2018 Product Awards & Recognitions
Top 100 Awards from Construction Equipment magazine
- D8T TTT
- Next Gen 20-ton HEX
- 24 MG
- 903D CWL
- UTVs

Contractor's Choice Awards from Roads & Bridges magazine
- PM622 – Gold
- AP1055F – Gold
- AP555F – Gold
- SE60 V XW – Gold
- CB66B – Gold
- CS56B – Gold
- D6T – Gold
- 315F CR – Gold
- 335F CR – Gold
- 962M – Gold
- 140M3 – Gold
- B20 – Gold
- Grade Control – Bronze
- Product Link – Bronze
- 420F2 – Gold
- 304.5E2 XTC – Silver
- 299D2 XHP – Gold
- TH255C - Gold
- 777G – Gold

Top 50 Award from Equipment Today magazine
- 320 GC, 320 and 323 Next Gen HEX

Twenty for 2018 Award from Landscape Business magazine
- UTVs

17	What percentage of your sales are to the governmental sector in the past three years	The governmental & educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal, and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal governmental agencies varies between 11% and 26%. Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%.
18	What percentage of your sales are to the education sector in the past three years	The governmental & educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal, and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal governmental agencies varies between 11% and 26%. Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While CAT dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio. Additionally, we are contract holders with National IPA and NASPO ValuePoint. Just as we would never share Sourcewell transaction information with other cooperatives, we don't feel it would be honorable to share the volumes of those contracts. However, we are happy to report that of all cooperative contract sales, most are transacted via Sourcewell.
20	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?	Caterpillar holds GSA contract GS-30F-0018U, Schedule 23V Automotive Superstore. The sales volume is more than $9.2M per year. Caterpillar also holds GSA EPG contract GS07F5666R, Schedule 56 Buildings and Building Materials. The sales volume is approximately $1M per year. We do not allow our dealers to use our GSA contracts.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	**Contact Name** *	**Phone Number** *
CAT equipment purchaser: Lac La Biche County, AB	Les Cote, Equipment Maintenance Manager	(780) 623-6815
CAT equipment purchaser: County of St. Paul, AB	Mark Chileen, Director of Public Works	(780) 645-3006
CAT equipment purchaser: Douglas County, KS	Clayton Funk, Fleet Manager	(785) 331-1333
CAT equipment purchaser: City of Newport News, VA	Joey Auche, Fleet Operations Superintendent	(757) 848-8406
CAT equipment purchaser: Klamath County Solid Waste, OR	Tom Crist, Operations Manager	(541) 891-5687

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
City of Minneapolis Public Works Fleet Div.	Government	Minnesota - MN	Construction Equipment	102 machines	$2.6 million	*
City of Raleigh	Government	North Carolina - NC	Construction Equipment	110 machines	$2.2 million	*
State of Maine Dept. of Transportation	Government	Maine - ME	Construction Equipment	223 machines	$1.5 million	*
City of North Las Vegas	Government	Nevada - NV	Construction Equipment	48 machines	$0.9 million	*
State of Utah	Government	Utah - UT	Construction Equipment	25 machines	$0.8 million	*

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 *	
23	Sales force.	The CAT dealer salesforce is the most capable and highly trained in the industry. We ask CAT dealer sales people to be consultants and to advise customers on the best solutions. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as a manufacturer, and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In North America, our dealers employ more than 53,000 people across the machine, energy, parts, and service divisions. Of this number more than 8% (4400) are in machine and parts sales; more than 39% (21,000) are in in service and support. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in-territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up-to-date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*

24	Dealer network or other distribution methods.	The CAT dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that rent equipment. Please refer to our directory listing of CAT dealers locations and locations map in the attached "Additional Documents" zip file / "Cat Dealer Rental Locations-Canada & U.S." folder. are independently owned, and many cover an entire state or province. (In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state.) Each dealer has multiple branch locations and a mobile service fleet that can serve customers regardless of location. These are all physical locations our governmental customers may use. Because of the size of CAT dealers, they are exceptionally capable to serve governmental customers. Collectively, CAT dealers' large net worth permits them to stock a high volume of replacement parts – allowing governmental customers the fastest turnaround on parts availability and repair time. CAT dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the CAT dealer rental locations list and map included as attached documents.
25	Service force.	We at Caterpillar are very proud of the saying: "The sales department sells the first machine; the service department sells every one after that." The CAT dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported with the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because CAT dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big," we are able to keep the pipeline of high quality employees full. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in-territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhered to, and repair questions are answered quickly. We exceed our 95% 1-hour response rate target in responding to dealer service inquiries.

26	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.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar will cover that completely within the standard warranty period. Every Caterpillar dealer has a common detailed service process in place. Caterpillar supports and verifies that the dealer service technicians are supplied with the tools and equipment needed to repair all Caterpillar products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting, and Disassembly and Assembly manuals. These manuals are provided for every Caterpillar product. Each dealer also has one or more “Technical Communicators” who is dedicated to supporting the service technicians by acting as a liaison between their shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar’s Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer’s needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: • Cat EM Solutions • Cat Equipment Care Advisor-Monitor • Cat Equipment Care Advisor-Protect • Cat Inspect • Condition Monitoring • Customer Support Agreements • S-O-S Services
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell Member sectors, within the United States with our complete product and service offering through Sourcewell. Caterpillar has successfully utilized Sourcewell to sell machines in 49 States and Canada.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell Member sectors, within Canada with our complete product and service offering through Sourcewell. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and will actively encourage its use. Caterpillar is gaining significant momentum with Canadian sales through Sourcewell contract #032119-CAT. In 2018, Caterpillar sales growth in Canada for machines through 032119-CAT increased nearly 400% over the previous year.

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CAT dealers maintain over 800 equipment rental locations that serve every state and province throughout the United States and Canada. Caterpillar has successfully utilized Sourcewell to sell machines in 49 States and Canada. We are happy to serve all geographic areas within the United States and Canada with our complete product and service offering through Sourcewell. Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 16: Exceptions to Terms, Conditions, or Specifications For, contract section 2 for further explanation regarding CAT dealer participation.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. 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 are happy to serve all Sourcewell Member sectors, within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing and rental contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts. Cat dealers are independently owned businesses. Consequently, before dealers can participate in national accounts contracts, including those resulting from proposals to Sourcewell RFPs such as 062320; they must "opt-in" by signing a Dealer Participation Agreement with Caterpillar Inc. Please refer to Table 16: Exceptions to Terms, Conditions, or Specifications Form, contract section 2, for further explanation regarding CAT dealer participation.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska, or U.S. Territories. However, because products available in Hawaii, Alaska, or U.S. Territories are different from those within the U.S. and Canada, we may need to adjust our product list and provide revised pricing as Sourcewell expands to serve these markets.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	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.	Our current marketing strategy with Sourcewell contract #032119-CAT proves to be effective, with year over year sales growth through this contract; including over 75% in 2019 vs. the previous year. Should we be fortunate enough to be awarded a contract for equipment rental in response to RFP #062320, we will proudly announce the award publicly through our multiple customer facing touchpoints which may include: • Press Release • Governmental Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada • Government Training & Safety Days (governmental customer training events at Caterpillar facilities) • Announcement in our monthly governmental customer eNewsletter • Announcement on our social media channels (FB, Instagram, LinkedIn) • Feature on our governmental focused website: www.cat.com/governmental • Display mentions at all governmental tradeshows we attend • Updated literature with the new contract information. Some examples are included as attached documents. However, we will use the opportunity of this newly awarded contract to update and redesign our materials to include our equipment rental offering.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the CAT dealer network are leaders in using emerging technologies to reach our customers. We manage several Facebook pages, Instagram, LinkedIn, etc. and can target governmental segments separately. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines that they own. We have a subscription to a third-party database (Deltek) which we use to monitor future funding. It is our intention to reach out (via CAT dealers) to these potential customers and recommend the Sourcewell solution as they prepare for future purchases and equipment rentals.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We count on Sourcewell to promote themselves, awarded contracts and the viability of cooperative purchasing and rental in general. We appreciate Sourcewell's presence in industry media, tradeshows, and their web presence. We also appreciate Sourcewell's 'Get to Know You' training forums, which many Caterpillar dealer sales teams have attended throughout the United States. While Sourcewell should continue their currently strong marketing efforts, we believe it is also our responsibility to promote the contract with our customer base. Some examples of our marketing efforts are mentioned in our response to line item 32. We will also encourage these conversations between our sales force and the buyers and influencers who are considering our equipment for purchase. As Sourcewell is already well on the way to be the preferred selling method to non-federal governmental entities by Cat dealers, we will also encourage them to utilize the rental contract as well. There is a team of dedicated corporate governmental specialists whose job is to assist dealers with sales and rentals. These team members are experts in cooperative purchasing and work daily with customers and dealers to answer questions and to facilitate its use. Caterpillar also has a Governmental Affairs team who will continue to work closely with Sourcewell's Governmental Affairs staff, when necessary, to lobby for procurement codes that allow the use of Cooperative Contracts.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our parts division lends itself best to e-procurement and many CAT dealers offer that capability to customers via a dealer portal. Our machines are complex and often custom-configured. A consultative salesperson is integral to ensuring that machines are configured and built to perform well in their expected duties. For this reason, we do not offer a company-wide e-procurement option. Our dealers are innovators however, and if they offer e-procurement now or in the future we are pleased to allow Sourcewell members to use that option.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific additional training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas – operation, safety, and service. Members may access courses online, via CDs, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instructor-led courses can be conducted at one of our dedicated training facilities in the US, or on a customer's local site using their own equipment. Advanced repair courses may occasionally be made available to non-dealer mechanics. Current course options are available through dealer product support departments. These courses have a fee which varies according to class length and materials.
37	Describe any technological advances that your proposed	Technology is a key product differentiator for Caterpillar. To

products or services offer.

describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies are referenced below. More detail is available on our product pages on www.cat.com.

Remote monitoring and telematics are available on every machine. This allows customers and dealers to monitor machine health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime.

Motor Graders
- Auto shift Transmission – maintains consistent torque through shifts with reduced forces and variations
- Eco Mode - Save up to 10 percent on fuel consumption
- Blade Slope Meter - Reduces the dependence on manual grade checking.
- Cross Slope Indicate - provides a real time readout of cross slope on the machine display
- Auto Cross Slope - Save up to 40 percent in material with the Cat GRADE Cross Slope feature
- Cat Grade - Ensures machine readiness for additional 2D/3D grade control technologies
- Stable Blade - Senses blade bounce before the operator to reduce manual throttle use and site rework
- Rearview Camera - enhances visibility along with a heated lens to prevent snow buildup

Dozers
- Auto shift Transmission with Lockup Torque Converter – Saves up to 20% of fuel with no operator input
- Electric Drive Transmission (option) – Saves up to 35% of fuel with no operator input
- Slope Indicate - provides a real time readout of cross slope on the machine display
- Slope Assist - automatically maintains blade slope without a GPS signal
- Cat Grade with 3D - enables operators to improve grading efficiency, accuracy, and productivity in both production dozing and finish grading applications
- AutoCarry – automatically controls blade lift for more consistent blade loads and less track slip
- Stable Blade – monitors blade pitch and automatically controls the blade for smoother finishes
- Rearview Camera - enhances visibility with HD quality and back-up lines

Excavators
- Eco Mode - automatically adjusts engine and hydraulic power for the highest fuel efficiency—less power for tasks such as swinging and more power for digging
- Cat Grade with 2D - helps operators reach grade faster eliminating grade checkers
- Cat Grade with 3D – increases productivity and expands grading capabilities
- Dig Assist – Automatically controls boom and bucket movements to deliver more accurate cuts with less effort
- Payload measuring - delivers precise load targets with on-the-go weighing
- eFencing - automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope—above, below, sides and front
- Birds eye 360 view Camera - rearview and right-side-view cameras always keep operators aware of their surroundings

Wheel Loader
- Electric Drive Transmission (option) - Maintains productivity while operating 25 percent more efficiently
- Eco Mode - reduces fuel consumption with minimal

		impact to productivity • Payload measuring - brings payload weighing to the cab so operators can work more productively and deliver accurate loads with confidence • Ride Control - works as a shock absorber, improving ride quality over rough terrain • Object Detect – increases operator awareness around the machine and provide alerts to help keep people and assets safe on the job site • Rearview Camera - enhances visibility with HD quality Backhoe • 4WD Auto Shift 6 speed Transmission with Lockup Torque Converter - allows effortless gear and direction changes while maintaining continuous traction throughout the work cycle for better torque and added fuel efficiency • Ride Control - provides a much smoother ride in all applications • Variable Speed Steering – reduces number of steering wheel rotations when rotated faster. Skid Steer Loader/ Compact Track Loader • Remote Task – allows operator to precisely control the machine from a safe location • Cat "Intelligent Leveling" system (ILEV) provides industry leading technology, integration and features such as dual direction, self-leveling, work tool return-to-dig and work tool positioner • Speed Sensitive Ride Control - improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
38	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.	At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day – it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth. We consider this as we work toward a vision of a world in which people's basic needs – such as shelter, clean water, education, and reliable energy – are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America indices. The annual DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2019 Sustainability Report at: http://reports.caterpillar.com/sr/ The 2020 report will be available in 2021. Examples of sustainability in action at Caterpillar follow below: INNOVATION: Caterpillar aims to help customers use less fuel and generate fewer greenhouse gas (GHG) emissions. We continue to develop products with fewer direct emissions. In addition, we're increasing our investment in high-efficiency energy conversion and electrification – working to increase power density, expand the use of alternative fuels, maximize efficiency of power systems, and introduce electrification into our product lines while significantly decreasing owning and operating costs. In doing so, we help our customers improve their own operations, while also driving our industry to

improve.

REMANUFACTURING:
Caterpillar strives to provide customers with quality equipment that delivers the best economic proposition for their business. We remanufacture (reman) and rebuild products and components that provide customers not only with immediate cost savings, but also help extend life cycles and use materials more efficiently. Rebuild programs increase the lifespan of equipment by providing customers with a restored product for less cost than buying new.
A complete Cat® Certified Rebuild includes more than 350 tests and inspections, automatic replacement of approximately 7,000 parts and a like-new machine warranty.
Caterpillar takes a systems view of the life of our products. We design and manufacture them for multiple lives, our dealers support and service them to maximize their value to the customer, and we remanufacture them at the end of their useful life to deliver the next generation of value. Our engineering and manufacturing expertise, field population and dealer organization make this possible. This total life cycle approach allows us to provide sustainable solutions that help customers build a better world.

FLEET EFFICIENCY:
Reducing waste and conserving natural resources on job sites are increasingly important goals of many of Caterpillar's customers as they seek to realize the full value of their assets on the job site. Our Job Site Solutions team works in partnership with Cat® dealers to help customers find innovative ways to improve their operations and be more competitive in the marketplace – solutions that often deliver additional sustainability benefits. For instance, optimizing fleet efficiency not only reduces costs, but can also improve the maintenance and component replacement cycles of individual machines. Better maintenance execution can extend the life of a machine, which in turn reduces raw material consumption.

RESPONSIBLE MANUFACTURING:
At our facilities, we work to minimize our environmental impact by focusing on energy conservation, GHG emission reduction, water conservation and waste reduction. We have set energy-efficiency targets in our operations since 1998 and have set GHG emission-reduction targets since 2003. We currently have operational targets for an increased reliance on alternative and renewable energy and a reduction in energy intensity and GHG emissions intensity.

As a manufacturer of heavy equipment, some of Caterpillar's operations are energy-intensive. But even in our most energy-dense environments, Caterpillar employees have found ways to implement innovative energy solutions that reduce our energy costs as well as our environmental impacts.

With respect to water, we recognize the far-reaching economic, social, and environmental implications that water scarcity may have in the future and have taken steps to reduce our consumption.

Finally, we are minimizing waste in our processes not only to reduce costs, but also to reduce our use of materials, energy, water, and land. We ultimately aim to reduce all waste generated by our production processes.

SUSTAINABLE CONSTRUCTION:
Our goal is to design all new facilities to meet Leadership in Energy and Environmental Design (LEED) or comparable green building criteria.

Facilities designed to the LEED criteria are more energy-

		and resource-efficient than traditional construction. LEED facilities are also designed to create a healthier indoor environment for employees. All our facilities that completed construction in 2017 met LEED or comparable green building criteria. By taking a critical look at every phase of our operations, teams have been able to uncover unexpected methods to reduce our footprint while maintaining or improving performance and customer satisfaction. We are proud to share the following metrics: METRIC CHANGE FROM 2006 to 2019: • Absolute Change in GHG Emissions 41% Reduction • Operational Energy intensity 32% Reduction • Waste Generation Intensity 21% Reduction • Absolute Water Consumption 37% Reduction METRIC CURRENT LEVEL: • Alternative/Renewable Energy Use 35.5% • Waste Recycled 87.1% Plants certified with ISO 14001:2004 Environmental Management System include: • Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018 • Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021 • Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017 • Mapleton - 14001:2004 self-certification - issued January 2013 • Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021 • Reman Services - Franklin - ISO 14001:2004 - May 2017	
39	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.	Plants certified with ISO 14001:2004 Environmental Management System include: • Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018 • Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021 • Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017 • Mapleton - 14001:2004 self-certification - issued January 2013 • Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021 • Reman Services - Franklin - ISO 14001:2004 - May 2017	*

40	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.	Two of our dealers in North America are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity program, which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran- and service-disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments, and which are not.

41	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?	RELIABLE RENTAL EQUIPMENT: CAT dealers keep their rental fleets fresh. Industry data demonstrates that the average age of rental equipment in CAT dealers' fleets, is consistently less than the rental industry as a whole. Please refer to in the attached "Additional Documents" zip folder for the "Rental Fleet Asset Age Comparison-Cat vs. Industry" chart for the data. BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Caterpillar products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer a suite of aftermarket safety products and services that are unique in the industry. Caterpillar Safety Services offers culture, jobsite & leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. These products and services are available at a 15% discount from the list price. Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price. Examples of products and services available include (this list may be augmented as new products/services become available): a) Cat Detect suite of products (allows machines to sense people and objects near them) b) Driver Safety System (detects and reacts to signs of fatigue and distraction) c) Cat SmartBand (monitors activity and sleep data) PRODUCT ATTRIBUTES: Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at www.cat.com.

Table 9: 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 *
42	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see Attachment D for details.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located.
46	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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
47	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.
48	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: a) Powertrain b) Powertrain + Hydraulics c) Powertrain + Hydraulics + Technology d) Premier A description of all these options is included in the attached Equipment Protection Plans document. Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers. 2) Customer Value Agreements (CVAs): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVAs are a useful tool to manage expenses. Most CVAs are bundled at the time of purchase; however, they may be added at any time.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	CAT dealers are independently owned businesses. As such, their payment terms vary, but all will be stated on individual rental agreements and invoices.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Participating CAT dealers offer both leasing and financing options to governmental members of Sourcewell, at rates lower than available to the general public.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a Sourcewell participating entity decides to rent from a participating Cat dealer, they simply include their Sourcewell member number and Sourcewell contract number on the Rental Delivery Order they issue to the participating Cat dealer. 2) Upon acceptance of the rental order the participating CAT dealer issues the rental agreement to the Sourcewell participating entity, and at the entity's direction, either makes ready for pick-up or delivers the equipment. 3) Commensurate with the entity's credit standing, the participating CAT dealer will invoice the entity at the conclusion of the contracted rental term or upon return of the equipment; whichever occurs first. 4) If the rental is for an extended period of time, e.g. more than one month, the participating Cat dealer in consultation with the Sourcewell participating entity; may invoice the Sourcewell participating entity at a periodic interval, e.g. at the conclusion of each week or month. 5) Upon payment receipt from the Sourcewell participating entity, the participating CAT dealer will, on a monthly basis, submit a report to Caterpillar of equipment rental transactions to participating Sourcewell members renting equipment using the Sourcewell-CAT rental contract. Such reports will include the member number provided to the dealer by the participating Sourcewell entity. 6) On a monthly basis, Caterpillar will aggregate these reports . On a quarterly basis, Caterpillar will submit a consolidated report along with payment of the Sourcewell administration fee. Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.	*
52	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?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	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.	Our pricing model is simple. Participating CAT dealers will offer participating Sourcewell members, national not-to-exceed rental rates. Please refer to Attachment "2020 CAT RENTAL RATES-SOURCEWELL" which includes rates for the U.S. (pages 1-4) and Canada (pages 5-7) for nationwide daily, weekly, and monthly rental rates for a wide variety of CAT branded equipment, as well as a selection of popular equipment from other OEMs represented by CAT dealers. These Sourcewell not-to-exceed nationwide rental rates represent the maximum rate that a Participating Dealer may charge Sourcewell participating entities. Local rental rate market conditions vary greatly. Consequently, dealers may be able to offer additional discounts in their local markets.
54	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.	Because rental rates vary considerably across the U.S> and Canada, the discounts applied in the attached "Cat 2020 Rental Rates-Sourcewell" rate schedule are net rates that include an average of 10% off already applied. Caterpillar strongly encourages Sourcewell members to ALWAYS contact their local participating CAT dealer and request rental rate quotes specific to the Sourcewell members equipment needs and the dealer's local market. Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions. Please refer to the attached documents and visit www.safety.cat.com and www.safelyhome.cat.com for details on these services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Participating CAT dealers are empowered to consider rental order volume, repeat rentals, member responsiveness, etc. They may offer participating Sourcewell members additional discounts and/or services at their discretion.
56	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.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage Cat dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Participating Sourcewell members and participating CAT dealers are responsible for including the Sourcewell membership number on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales or rentals and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating dealers may charge for haulage and permits that may be required.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their local participating Cat dealer. Dealers may charge fees for delivery to the member's location.

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Equipment offered for rent can vary considerably in size and weight. If there are unique member requirements participating CAT dealers will be happy to discuss these on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	This proposal offers participating Sourcewell members the ability to receive consistent and guaranteed "not-to-exceed" rental rates valid nationwide in the U.S. and Canada, for the term of this contact. Whereas previously, members would be subject to variable local dealer pricing based upon equipment availability and market conditions at the time of the rental transaction.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. 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.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. • After month end, we will gather rental transaction data attributed to participating Sourcewell members who rent equipment via the Sourcewell-CAT equipment rental contract number: (TBD) and aggregate it for our reporting. • After quarter end, Caterpillar Inc. will send the quarterly rental transaction report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
63	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. (See the RFP and template Contract for additional details.)	Similar to Sourcewell contract #032119-CAT; Caterpillar would be pleased to offer an administration fee of 0.50% of rental revenue only earned by participating CAT dealers from the rental of equipment to participating Sourcewell members through the Sourcewell-CAT equipment rental contract number: (TBD). Other charges, including transportation, environmental fees, re-fueling, repairs and damages, cleaning charges and taxes will not be included in the administrative fee. Caterpillar will pay this fee and will not ask Sourcewell members to pay this fee. Participating CAT dealers will be required to provide Caterpillar a summary of transactions in order to provide Caterpillar and Sourcewell the necessary details to perform upon the administrative fee payment.	*

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is offering the rental equipment product lines as listed in the attached "CAT 2020 Rental Rates-Sourcewell" rate schedule. This includes over 130 items of Cat branded equipment as well as popular equipment from other OEM brands represented by participating CAT dealers. Participating CAT dealers also offer hundreds of work-tool attachments including augers, blades, brooms, buckets, forks, hydraulic hammers, and many more. In addition to rental machines and work tools, we are happy to offer members access to used machines, parts, service, extended service coverage plans, CVAs, products from Cat Safety Services, sourced goods, and open market items.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The construction and related equipment offerings include, but are not limited to: compressors, articulated trucks, articulated booms, backhoe loaders, cranes, crawler & wheel loaders, track dozers & loaders, rollers, dump trucks, tracked & wheeled excavators, forklifts, generators, HVAC equipment, compaction equipment including rollers, light utility vehicles, lighting equipment, motor graders, scissor lifts, skid steer and track loaders, sweepers and brooms, telehandlers, telescopic booms, trenching equipment, water trucks, and welders.

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

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

Line Item	Category or Type	Offered *	Comments
66	Construction Equipment (describe heavy, medium or light in Comment field)	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
67	Construction Tools	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
68	Electrical Tools	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
69	Heating, Ventilation and Air Conditioning (HVAC) Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
70	Material Handling Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
71	Pumps	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
72	Concrete and Masonry Equipment and Tools	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
73	Public Works and Utility Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
74	Trucks and Trailers	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.

75	Waste and Debris Handling Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
76	Generators	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
77	Tree, Lawn, and Landscape Equipment	(•) Yes ( ) No	Equipment in these categories include, skid steer loaders, compact track loaders, compact articulated wheel loaders, mini-hydraulic excavators, etc. Visit local participating CAT rental dealer for selection and current availability.
78	Snow and Ice Removal Equipment	(•) Yes ( ) No	This includes work-tools such as snow plows and snowblowers. Visit local participating CAT rental dealer for selection and current availability.
79	Facility Maintenance and Cleaning Equipment	(•) Yes ( ) No	This includes work-tools including rotary brooms, utility brooms, pickup brooms. Visit local participating CAT rental dealer for selection and current availability.
80	Safety Equipment	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
81	Temporary Shelters and Seating	( ) Yes (•) No	n/a
82	Audio Visual Equipment and Public Address Systems	( ) Yes (•) No	n/a
83	Portable Sign Boards, Portable Traffic Signals, Road Barricades and Signs	( ) Yes (•) No	n/a
84	Environmental conditions or Emissions Monitoring Equipment, Calibration and Testing Equipment, and Imaging Equipment	( ) Yes (•) No	n/a
85	Delivery, Installation or Setup, Removal, Repair, Maintenance, Equipment Training Programs, Safety Training Programs	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.
86	Used Rental Equipment Sales	(•) Yes ( ) No	Visit local participating CAT rental dealer for selection and current availability.

Table 15: Industry Specific Questions

Line Item	Question	Response *
87	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.	Caterpillar, Inc. collects rental transaction data from CAT dealers, industry trade associations, as well as 3rd party data analytics providers. We will closely monitor the total volume / value of rental business transacted with Sourcewell members under this contract within each participating CAT dealer's service territory.

88	Identify any additional costs not included in the rental equipment cost, such as delivery fees, loading and unloading fees, equipment fuel surcharges, environmental fees or permits.	1. Freight / delivery fees- There is no delivery fee to Sourcewell members who choose to pick-up equipment from their local participating CAT dealer. If delivery is requested, participating CAT dealers may charge for haulage and permits that may be required. 2. Environmental fees: The local participating CAT dealer may charge an environmental fee not to exceed 1.5% of the rental rate. 3. Fuel Surcharges: As part of the pre-rental inspection process, equipment will generally be fully fueled unless prohibited by local ordinance. If equipment is returned with less fuel than when it was delivered, then the participating CAT dealer may charge the Sourcewell member for top-up fuel. Fuel charges are posted at the dealer shop and will be communicated when equipment is rented. 4. Cleaning and damages: The participating CAT dealer may charge for cleaning equipment that is not returned clean and for damages caused by the Sourcewell member. 5. Over hours or excess usage charges: If Participating Entity makes a greater use of the Rental Equipment, Participating Entity shall pay Participating Dealer additional rental charges for the excess use of the Rental Equipment as follows: for every hour of overtime the charge is equal to the applicable rate of the Rental Equipment Rental Price divided by the applicable maximum hours. Customer shall advise Participating Dealer when equipment is used more than a single shift.
89	Describe your rent-to-buy option program for new rental equipment, if applicable.	CAT dealers are independently owned and the rent-to-buy options each offers will vary due to a number of factors including local market conditions. Sourcewell members interested in rent-to-buy options are encouraged to contact their local participating CAT dealer for locally available solutions.
90	Describe your used rental equipment sales program, if applicable.	CAT Certified Used equipment is selected, inspected and serviced to a higher standard while still providing an economical purchase alternative. CAT dealers and CAT Finance have a massive inventory of used equipment for sale, from construction equipment and power systems to work tool attachments and allied products and more. Whether a Sourcewell member is looking for good used equipment, work-tools or an upgrade for an existing piece of equipment in their fleet; chances are, their local participating CAT dealer will have the equipment they need. CAT dealers currently have over 28,000 pieces of used equipment, generators, engines, and parts available for sale. Sourcewell members may purchase used equipment from the inventory of any CAT dealer in the U.S. and Canada at locally competitive prices. Please visit the CAT used equipment website for further details: https://catused.cat.com
91	Describe any training programs related to this proposal, such as OSHA training, safety training, or other related certifications.	Caterpillar and participating CAT dealers offer a comprehensive range of equipment operation and safety training. OPERATOR TRAINING: Caterpillar Equipment Training Solutions (ETS) provides customers with training and support needed to improve the skill of their operators. The success of your construction or maintenance projects depends on the ability of your operators. Good equipment operators move the maximum amount of material in the minimum amount of time. They operate machines safely, and they know how to cut down on

unnecessary wear and tear. Learn how to elevate your operators to higher levels of proficiency and get the full potential out of your investment with Caterpillar's suite of operator training solutions.

Please visit our operator training website for further details: https://www.cat.com/en_US/support/operations/operator-training1.html

SAFETY SERVICES CONSULTATION & TRAINING:
Safety is a core Caterpillar value and integral to everything we do – from equipment design to operator training to service delivery. Work together with Caterpillar to improve safety and productivity using proven methodologies to drive sustainable safety culture excellence.

Safety Technology:
Reduce risk in, on and around heavy equipment in challenging site conditions. Caterpillar provides solutions to keep workers away from hazardous conditions while improving awareness and visibility, especially when equipment and people are working in close proximity.

- The safety of equipment operators and site support staff begins with safe and well-maintained equipment. Caterpillar provides equipment walk-around tools, technology and processes to ensure that equipment is regularly serviced, inspected and repaired, reducing the risk of injuries, incidents and property or equipment damage.
- Grade and compaction control systems reduce the need for surveyors in the path of heavy equipment while building haul roads. These features also provide the ability to map equipment avoidance zones for unsafe slopes, high-walls, underground crushers and other hazards.
- Object detection and visibility systems enhance operator awareness of the immediate environment around manned or remotely controlled equipment, whether it is a mobile machine or fixed equipment such as an underground longwall system.
- Operator fatigue and distraction results from a combination of long working hours, repetitive duties, demanding production schedules, solitary work environments and challenging jobsite environments. It reduces worker productivity, but more importantly increases the risk of accidents, injuries and their associated financial fallout. Caterpillar provides in-cab technology to detect operator fatigue and distraction and deliver real-time alerts to the driver and dispatcher. Our fatigue risk management services include shift-worker training to manage fatigue, supervisor training for fatigue identification and intervention, shift scheduling and roster analysis, and support for fatigue analytics/human error analysis.

Behavioral Operator Education:
Improve site productivity and operator safety. Safe operation of a mobile machine starts with understanding the capabilities and limitations of the machine and the skills and competencies of the operator.

- Operator training delivered by Caterpillar Certified Operator Trainers is customized for the unique skills and competencies of your operators as well as the specific machines in your fleet. Building on the basics of walk around inspections and standard operations, our program targets specific improvements identified at your site through equipment data analysis and site observations, enabling operators to maximize the safe operation of the machine.
- Accident and abuse analysis provides critical insight into how the machine is being operated. With an understanding of your site, the design and operating characteristics of the machine and data analysis we can identify operator techniques that adversely affect safe operation. Working together with the site management we

develop a monitoring, communication and training program that modifies operator behavior.

Safety Culture Development:
Build a sustainable culture of safety excellence. A culture of safety excellence is built by continuously improving processes, management systems and the underlying culture.

- Whether you're at the beginning of your safety journey or preparing to move to the next level, a cultural assessment will help you determine where to focus your continuous improvement efforts. The Safety Perception Survey from Caterpillar Safety Services reveals employee attitudes and beliefs to help you make fact-based, data-driven decisions.
- The successful development of a safety culture starts with the leadership of an organization and extends through all levels and functional areas to the front-line operators and site support staff. Caterpillar safety training programs and workshops, apply proven business principles to improve communication, elevate safety awareness, reduce complacency, and adopt action plans that eliminate risk. Our safety culture products help you elevate safety as a core business value.
  - S.T.A.R.T.™ Safety performance is dependent upon leadership actions that demonstrate a relentless commitment to a culture of zero. Supervisor Training in Accountability and Recognition Techniques (S.T.A.R.T.™) elevates safety performance by demystifying safety management, providing managers and supervisors with the skills to impact safety perceptions and behaviors throughout your organization.
  - Speak Up!/Listen Up! Effective communication is a cornerstone in building a strong, sustainable culture of safety excellence, but talking about safety doesn't always come naturally on the job site. Speak Up!/Listen Up! gives employees simple tools and a practical process for delivering and receiving safety-related feedback effectively.
  - Recognize It! Focus on the positive and eliminate blame to further a culture of safety excellence. Recognize It! training provides the tools to help supervisors more effectively acknowledge what workers do right. The key take-away? As soon as a supervisor observes someone working safely, he or she needs to call it out in a timely, sincere and specific way.
- Our rapid improvement workshops engage front-line employees in developing systems that integrate safety activities into everyday processes. Use data from equipment, site conditions and operators to identify and mitigate risks. Establish the baseline, use root-cause analysis and leverage accountability and recognition to develop a sustainable solution.

PUT OUR CAPABILITIES TO WORK IN YOUR BUSINESS
Caterpillar Safety capabilities can be provided as individual services, but are most valuable when delivered as part of a comprehensive plan to optimize site performance. For more information about optimizing your financial resources, contact an expert at info@collaboratewithcat.com or visit CollaborateWithCat.com.

Please refer to attached "CAT Safety Services Agreement National Accounts template.pdf" for description of services offering and applicable discounts that will be extended to Sourcewell participating entities.

92	Describe maintenance responsibility (e.g., vendor or end user) related to long-term rentals.	Participating Dealer must, at its expense, perform all normal periodic maintenance on the Rental Equipment. Normal periodic maintenance is included in the Rental Price, when Rental Equipment is operated by Customer within fifty miles of Participating Dealer's service facility. Participating Dealer will determine the periodic maintenance charges for Rental Equipment operated in excess of fifty miles from a Participating Dealer service facility. Customer must, at its expense, maintain the Rental Equipment in proper condition by performing adjustments and lubrication, set forth in the Operation and Maintenance Manual ("OMM"), including, without limitation: (a) on a daily basis checking and maintaining all hydraulic, transmission, cooling and fluid systems, tire pressure, and all battery fluid and charge levels; (b) on a daily basis checking teeth, cutting edges and tire conditions; (c) repairing and replacing damaged tires as needed; and (d) using the Rental Equipment in the manner prescribed by the applicable manufacturer. Except for the adjustments, lubrication, inspections and repairs described above, Customer shall not permit anyone to service, repair or alter the Rental Equipment without Participating Dealer's prior approval. If the Rental Equipment fails to operate properly or requires repair, Customer must immediately stop using the Rental Equipment and notify Participating Dealer of the mechanical condition or damage. As it pertains to any equipment on the attached "CAT 2020 RENTAL RATES-SOURCEWELL" rate schedule, where the rental rates are designated as "CALL"; scheduled maintenance charges are not included. In such case, the Customer and the dealer will price those separately.	*
93	Describe procedures for repair or replacement of rental equipment that becomes inoperable during the rental period.	Once the Sourcewell member takes delivery of the rental equipment, the local participating CAT dealer will be there to provide ongoing support. Members can reach their local participating CAT dealer by phone whenever they have questions or need technical support. Around-the-clock repair service is available to handle unexpected mechanical issues quickly and reduce unproductive downtime. Upon notification of equipment malfunction, local participating CAT dealer service personnel will attempt to initiate remote diagnostic troubleshooting procedures via CAT Product Link telematics technology (applicable to CAT brand equipment only) to determine the nature of the failure and if it can be resolved via a remote over-the-air software update to the equipment's onboard electronic control modules. If the problem cannot be resolved via remote diagnostics, then the local participating CAT dealer will promptly dispatch a field service technician to the customer's jobsite to attempt repair, typically within 2-4 hours. If the equipment cannot be repaired on site, the participating CAT dealer will promptly deliver a replacement unit typically, same day or next day dependent upon when the determination is made that the rented equipment cannot be repaired on site.	*
94	Explain the procedures and timelines for providing equipment to a vendor or dealer location that does not have a piece of equipment in inventory.	CAT dealers have over $13 billion in rental fleet assets in the U.S. and Canada. Furthermore, CAT dealers maintain strong cooperative working relations with their neighboring CAT dealers. In the unlikely event that the member's local participating CAT dealer does not have the requested equipment type / size currently available in their yard; the dealer has the capability to leverage their neighboring dealers' fleet. However, due to variability in availability and market conditions, this may result in a locally negotiated rental rate that may be different than the Sourcewell rental rate. In such case, the rate would be negotiated between the member and the local participating CAT dealer before awarding a rental order.	*

95	Describe the extent to which your proposal includes a customer owned equipment repair program. If applicable, describe the types of repair procedures, including transportation, on-site repair, labor and parts costs, or warranty offering.	For Sourcewell members who would like assistance from their local participating CAT dealer with maintenance and repair of the members' owned equipment fleet, they can schedule the work themselves as needed, or the participating local CAT dealer have available, a variety of CVAs (Customer Value Agreements). These are completely customizable, but they offer starting points for several levels with corresponding price points which vary by product. Members should contact their local participating CAT dealer for alternative options such as: • Customer performed preventative maintenance - the local participating Cat dealer will provide the necessary parts per the maintenance schedule; the member will do the work. • The local participating Dealer performs preventative maintenance - the dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum. • Component maintenance and repair agreement - the participating local CAT dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life. • Total maintenance and repair agreement - the participating local Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

2. Documents should OT 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."

- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday June 23, 2O2O 14:38:1O
- Marketing Plan/Samples - Marketing Plan- Samples.zip - Tuesday June 23, 2O2O 14:4O:13
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Attachment D - Warranty Statements.pdf - Tuesday June O9, 2O2O O9:46:O5
- Pricing - CAT 2O2O RE TAL RATES-SOURCEWELL.pdf - Tuesday June 23, 2O2O 12:47:26
- Additional Document - Additional Documents.zip - Tuesday June 23, 2O2O 15:34:38

Proposer's Affidavit

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:

    a. 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;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

c. 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. - Christopher Gustafson, Global Accounts & Allied Product Manager, Caterpillar 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 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_8_Equipment_Rental_RFP_062320 Mon June 15 2020 09:00 AM	☑	1
Addendum_7_Equipment_Rental_RFP_062320 Tue June 9 2020 03:02 PM	☑	1
Addendum_6_Equipment_Rental_RFP_062320 Mon June 8 2020 03:27 PM	☑	1
Addendum_5_Equipment_Rental_RFP_062320 Wed June 3 2020 04:28 PM	☑	1
Addendum_4_Equipment_Rental_RFP_062320 Wed June 3 2020 07:49 AM	☑	1
Addendum_3_Equipment_Rental_RFP_062320 Mon June 1 2020 09:20 AM	☑	1
Addendum_2_Equipment_Rental_RFP_062320 Tue May 12 2020 04:30 PM	☑	1
Addendum_1_Equipment_Rental_RFP_062320 Tue May 5 2020 02:24 PM	☑	1

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AMENDMENT #1
TO
CONTRACT #062320-CAT

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **SOURCEWELL** and **CATERPILLAR INC.** (Vendor).

WHEREAS, Sourcewell and Caterpillar entered into a Contract (#062329-CAT) having an effective date of September 17, 2020, ("Contract");

WHEREAS, pursuant to Section 10. A. Assignment therein, Caterpillar may subcontract certain obligations to its dealers, including in some cases dealers in Canada;

WHEREAS, the parties desire to amend Section 20. Insurance of the Contract to account for the different insurance products available in Canada when a subcontract is issued to a dealer located in that country; and

NOW THEREFORE, in consideration of the mutual promises made herein and intending to be legally bound hereby, Sourcewell and Caterpillar agree as follows:

Section 20. Insurance A. Requirements of the Contract is amended to add the following after the last paragraph of subsection A:

Canadian Dealers:
In the event Vendor subcontracts its obligations hereunder to a Dealer in Canada pursuant to Section 10. A. ("Canadian Dealer"), at its own expense the Canadian Dealer must maintain insurance policy(ies) in effect at all times during the performance of this Contract with coverage and limits of insurance not less than the following:

1. *Workers' Compensation*. Canadian Dealer shall at all times comply with the applicable requirements of the Workers' Compensation Act of Alberta as amended or substituted from time to time (or equivalent statutory requirement within the jurisdiction where the Services shall be performed) and shall, upon demand by Sourcewell, deliver to Sourcewell a certificate from the Workers' Compensation Board (or other equivalent entity) showing that the Canadian Dealer is registered and in good standing with the Workers' Compensation Board (or other equivalent entity).

2. *Commercial General Liability Insurance*. Canadian Dealer will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from third party bodily injury, property damage, contractual liability and non-owned automobile liability. All required limits, terms and conditions of coverage must be maintained during the performance of this Contract.

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Minimum Limits:
CDN 3,000,000 Each Occurrence (inclusive of bodily injury and/or property damage)
CDN 5,000,000 Aggregate for Products & Completed Operations
CDN 5,000,000 General Aggregate

3. *Automobile Liability Insurance.* During the performance of this Contract, Canadian Dealer will maintain insurance covering any and all motor vehicles owned, operated or licensed by Canadian Dealer and used in the performance of this Contract.

Minimum Limits:
CDN 3,000,000 per occurrence

Failure of Canadian Dealer to maintain the required insurance during its performance under the Contract bar the Canadian Dealer from performance under this Contract.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 7/13/2022 | 12:31 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Brenda Schmidt
11D2659E7DFB4C6...
Brenda Schmidt National Accounts Manager, N.A.

Date: 5/26/2022

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 7/13/2022 | 12:58 PM CDT

RFP #062320
REQUEST FOR PROPOSALS
for
Equipment Rental with Related Services

Proposal Due Date: June 23, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Equipment Rental 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 June 23, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	April 30, 2020
Pre-proposal Conference:	June 2, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	June 16, 2020, 4:30 p.m., Central Time
Proposal Due Date:	June 23, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 23, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency 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, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors 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 vendors' 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:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- 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, Calgary, 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;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. 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, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

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 that 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, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Equipment Rental with Related Services, including, but not to be limited to:

a. Heavy, medium or light construction equipment, electrical tools, power equipment and general construction tools, heating, ventilation and air conditioning (HVAC) equipment, material handling equipment, pumps, concrete and masonry equipment and tools, public works and utility equipment, trucks and trailers, waste and debris handling equipment, generators;
b. Tree, lawn, and landscape equipment, snow and ice removal equipment, facility maintenance and cleaning equipment, safety equipment, temporary shelters and seating, audio visual equipment, public address systems, portable sign boards, portable traffic signals, road barricades and signs;
c. Environmental conditions or emissions monitoring equipment, calibration and testing equipment, and imaging equipment;
d. Related services, including delivery, installation or setup, removal, repair, maintenance, equipment training programs, safety training programs; and,
e. Used rental equipment sales.

2. The primary focus of this solicitation is on equipment rentals. This solicitation should NOT be construed to include:

a. Automotive rental or leasing.

Proposers may include related equipment, supplies, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

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 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 vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires 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. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

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$80 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. 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.
3. 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.
4. 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 services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, 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 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 request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

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 vendor 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 on page one of 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

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:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) 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 twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the 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 Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in 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:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- 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 electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) 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 Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the 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 (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	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. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; 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 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.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

5/5/2020

Addendum No. 1
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a way to export or download the questions within the specification tables?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF", if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 5/5/2020, is required at the time of proposal submittal.

Sourcewell

5/12/2020

Addendum No. 2
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental 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:

When submitting a response to this RFP, is it acceptable to offer just one line item from the Requested Equipment, Products, and Services?

Answer 1:

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

Question 2:

For future reference, will the response from a previous RFP automatically populate the fields of a new RFP as appropriate (i.e. Tables 1 through 11)?

Answer 2:

Each opportunity posted to the Sourcewell Procurement Portal represents a separate and distinct competitive solicitation. The content of a vendor's proposal will not automatically carry over to future proposals.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.

6/1/2020

Addendum No. 3
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would the rental of used fire apparatus be considered in the scope of the RFP?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/1/2020, is required at the time of proposal submittal.

6/3/2020

Addendum No. 4
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a dealer representing a corporate manufacturer in a geographical area allowed to submit a bid or would this bid be expected to come from a corporate level?

Answer 1:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

6/3/2020

Addendum No. 5
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a company is offering a proposal for this RFP, must the company have the equipment in their owned inventory?

Answer 1:

Each proposer, in its discretion, will determine how to best demonstrate the depth and breadth of their offered equipment, products, or services, and their ability to serve Sourcewell participating entities. Refer to Questionnaire Tables 14A, 14B, and 15, of Step 1 of the bid submission process within the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

6/8/2020

Addendum No. 6
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

RFP Section II. E. "ESTIMATED CONTRACT VALUE AND USAGE" states, "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$80 Million." Can you please provide a listing as to the quantities and types of equipment that make up this estimate?

Answer 1:

The RFP anticipated volume is an aggregate estimate based on past volumes of similar contracts. It is an aggregate estimate only, and no sales or sales volume are guaranteed.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/8/2020, is required at the time of proposal submittal.

6/9/2020

Addendum No. 7
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Please provide more clarification in regards to Line Item 69 - Heating, Ventilation and Air Conditioning (HVAC) Equipment. In order to provide a bid for this line item, more specifications as to the requirements of the type of product (application, desiccant, SCFM requirements, etc.) is being requested.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/9/2020, is required at the time of proposal submittal.

6/15/2020

Addendum No. 8
Solicitation Number: RFP 062320
Solicitation Name: Equipment Rental with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 2, Question 9 regarding financial stability, and Question 13 "how is your organization best described", should the responses be from the point of view of the parent company or the subsidiary that handles rental of equipment?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial stability and organizational information to Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 062320 posted to the Sourcewell Procurement Portal on 6/15/2020, is required at the time of proposal submittal.

CATERPILLAR®

Caterpillar Inc.

100 NE Adams Street
Peoria, IL 61629

Rental National Accounts

Contract effective date: September 17, 2020

Re: pricing for equipment rental & related services on Sourcewell contract 062320-CAT

Sourcewell contract #062320-CAT extends to participating members the following:

1. **Equipment Rental**:
    a. Nationwide not-to-exceed rates for a wide variety of Cat® branded equipment, as well as equipment from more than 70 other brands, represented by Cat equipment dealers and The Cat Rental Store locations.
    b. Subject to local market conditions, Cat dealers and The Cat Rental Stores, may offer rates lower than, but are not permitted to charge rates higher than, the national contract rates.
    c. Contact your local The Cat Rental Store location for custom rate quote. To find the locations nearest you, please visit: https://www.catrentalstore.com/en_US/locations.html
2. **Cat Safety Services**:
    a. 15% off standard / list prices
    b. For details on product service offerings, please visit: https://www.cat.com/en_US/support/safetyservices.html

    or contact our safety experts at: 1-866-963-3551

If you have further questions, please contact Caterpillar Inc.:

John Frame
National Rental Accounts Manager - Governmental
Office: 309-675-2891
E-mail: GOVRental@cat.com

or

Mary Clutter
Sales Support Coordinator
Office: 309-578-4406
E-mail: GOVRental@cat.com

Caterpillar: Confidential Green

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-258- Approve a piggyback agreement with Herc Rentals, Inc., for the rental of portable generators, light towers, and various related rental equipment for the Special Events Division, in an amount not to exceed $150,000, utilizing State of Florida Contract #518-410-19-ACS.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-258.

Explanation of Request: The City of Boynton Beach Event Division utilizes portable generators, light towers, and various related rental equipment to ensure safety and accessibility for vendors and attendees at events throughout the year. The agreement will allow access to State of Florida contracted pricing to utilize rental equipment as needed for events.

How will this affect city programs or services? Rental of equipment will provide electric and lighting access to event vendors in locations throughout the City where it is needed. The contract will also allow staff to contract labor to oversee rental equipment directly from the company to ensure proper use on site at events.

Fiscal Impact: Rental costs are reflected in approved Special Events budget.

Attachments:
R24-258 Agenda_Item_2225-2023_Resolution_for_Herc_Rentals_piggyback_agmt.docx
Exhibit A to Resolution - Herc Final Piggyback (Complete).pdf

RESOLUTION NO. R24-258

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH HERC RENTALS, INC., FOR INDUSTRIAL EQUIPMENT AND TOOL RENTAL IN AN ANNUAL AMOUNT NOT TO EXCEED $150,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of North Carolina, County of Mecklenburg, City of Charlotte, acting through U.S. Communities (an Omnia Partner), competitively procured Industrial Equipment and Tool Rental and executed City of Charlotte Agreement No. 2019000318, as amended, currently valid through October 31, 2025 (the "US Communities Agreement"); and

WHEREAS, on February 4, 2019, the State of Florida signed a Participating Agreement for an Alternate Contract Source, Contract No. 518-410-19-ACS, as amended (the "ACS Agreement") with Herc Rentals, Inc., ("Vendor") to utilize the U.S. Communities Agreement; and

WHEREAS, on April 20, 2023, the State of Florida renewed the ACS Agreement through October 31, 2025; and

WHEREAS, the City desires to obtain industrial equipment and tool rentals on an as-needed basis pursuant to the terms of the US Communities Agreement, as amended by the ACS Agreement (the US Communities Agreement and ACS Agreement are collectively referred to as the "Master Agreement"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations 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 acquire rental equipment and tools, the City's Events Department is requesting the City enter into a Piggyback Agreement with the Vendor for industrial equipment and tool rentals; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Piggyback Agreement with Herc Rentals, Inc., for Industrial Equipment and Tool Rental in an annual amount not to exceed $150,000.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Piggyback Agreement between Herc Rentals, Inc., and the City for Industrial Equipment and Tool Rental in an annual amount not to exceed $150,000 (the “Piggyback Agreement”), in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. The fully executed Piggyback Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Gabrielle Favitta to forward to the Vendor.

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

[signatures on following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND HERC RENTALS, INC.

This Piggyback Agreement is made as of this __ day of October, 2024, by and between Herc Rentals, Inc., with a principal address of 27500 Riverview Center Blvd., Bonita Springs, FL 34134, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, the State of North Carolina, County of Mecklenburg, City of Charlotte, acting through U.S. Communities (an Omnia Partner), competitively procured Industrial Equipment and Tool Rental and executed Master Agreement No. 2019000318, as amended, currently valid through October 31, 2025 (the "US Communities Agreement"); and

WHEREAS, on February 4, 2019, the State of Florida signed a Participating Agreement for an Alternate Contract Source, Contract No. 518-410-19-ACS, as amended (the "ACS Agreement") with Vendor to utilize the U.S. Communities Agreement; and

WHEREAS, on April 20, 2023, the State of Florida renewed the ACS Agreement through October 31, 2025.

WHEREAS, the City desires to obtain industrial equipment and tool rentals on an as-needed basis pursuant to the terms of the US Communities Agreement, as amended by the ACS Agreement (the US Communities Agreement and ACS Agreement are collectively referred to as the "Master Agreement"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations 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 acquire rental equipment and tools, the City's Events Department is requesting the City enter into a Piggyback Agreement with the Vendor for industrial equipment and tool rentals; 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 into this Agreement.

2. **TERM:** The term of this Agreement commences on October 15, 2024, and will remain in effect until October 31, 2025 ("Term"). The Mayor is authorized to execute amendments renewing the Agreement on behalf of the City. 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 agrees to provide products and services to the City on the same terms and in the same manner as set forth in the Master Agreement, a copy of which is attached hereto as Exhibit A, 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 "State of Florida" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor pursuant to the rates set forth in the Master Agreement for the products and services in an annual amount not to exceed $150,000. City may order additional products and services pursuant to the Master Agreement upon a duly executed amendment to this Agreement.

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

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

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

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

Boynton Beach Finance
Attn: Accounts Payable
100 E Boynton Beach Blvd

Boynton Beach, FL 33435.

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

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

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

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

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

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

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

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

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

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

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

10. **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.

11. **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.

12. **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 exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **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

14. **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.

15. **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.

16. **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.

17. **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.

18. **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 for lost profits or consequential damages.

19. **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.

20. **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.

21. **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 Vendor shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

22. **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.

23. **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.

24. **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.

25. **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.

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

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

HERC RENTALS, INC.

(Signature), Company

Jason Oosterbeek

Print Name of Authorized Official

Vice President

Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Nina Aide

Print Name

EXHIBIT A
MASTER AGREEMENT
CONTRACT BETWEEN HERC RENTALS, INC. AND CITY OF CHARLOTTE, CONTRACT NO. 2019000318 AND AMENDMENTS NO. 1-12
AND
ALTERNATE CONTRACT SOURCE NO. 518-410-19-ACS
FOR INDUSTRIAL EQUIPMENT AND TOOL RENTAL, BETWEEN THE DEPARTMENT OF MANAGEMENT SERVICES, AN AGENCY OF THE STATE OF FLORIDA, AND HERC RENTALS, INC.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of November, 2018 (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the
"Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.**
The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

1.1.	EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
1.2.	EXHIBIT B:	Scope of Services
1.3.	EXHIBIT C:	Charlotte Business INClusion Program
1.4.	EXHIBIT D:	Federal Contract Terms and Conditions

2. **DEFINITIONS.**
This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM**. The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
Finance - Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING**. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:
City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.
Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING**: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. **REPORTING**: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES**. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY: Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT**: All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.

19. **INSPECTION AT COMPANY'S SITE**: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. **PREPARATION FOR DELIVERY**:

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES**: The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE**: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS**: The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT**: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER**: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

    (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.

26. **RIGHT TO WITHHOLD PAYMENT**: If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. **OTHER REMEDIES**: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. **TERMINATION.**

    28.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

    28.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

        28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

        28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

        28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue), or if a** receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

28.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

28.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

28.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

28.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

28.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

28.8.3 Performing the transition service plan activities;

28.8.4 Answering questions regarding the products and services on an as-needed basis; and

28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. **NO DELAY DAMAGES**: Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.

30. **MULTIPLE CONTRACT AWARDS**. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. **RELATIONSHIP OF THE PARTIES**. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. **INDEMNIFICATION**: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE**. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(C) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(D) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(E) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may

result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA**. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES**. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

37. **BACKGROUND CHECKS**: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

    a. Criminal records search,

    b. Identification verification; and

    c. Proof of authorization to work in the United States.

    The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE**. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

    38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

    38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

    38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

    38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING**: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY**.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.1.5 Citizen or employee social security numbers collected by the City.

42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.1.8 Any attorney / client privileged information disclosed by either party.

42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.

42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services

42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

42.3.1 Was already known to Company prior to being disclosed by the City;
42.3.2 Was or becomes publicly known through no wrongful act of Company;
42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. **MISCELLANEOUS**

44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

44.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

44.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 43	"Confidentiality"
Section 44	"Miscellaneous"

44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a

decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tanks(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

BY: _____

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____

PRINT NAME: Sabrina Joy-Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: _____

PRINT NAME: ChrisleeGibson

TITLE: Insurance Manager

DATE: 9/27/18

Exhibit A
Discount Structure, Market Basket Pricing, Additional Fees and Incentives

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.

Rebates
We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- $50,000 to $100,000 = 0.5%
- $100,001 to $250,000 = 1.0%
- $250,001 to $500,000 = 1.5%
- $500,001 to $750,000 = 2.0%
- $750,001 to $1,000,000 = 2.5%
- $1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.
To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

Additional Savings
Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to $2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

Emergency Response
Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.
In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

Exhibit B
Scope of Services

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

2.1 General Scope

The Company shall provide Rental Equipment and Services to the City and Participating Public Agencies ("PPA") that elect to use this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

2.2 Product Standards and Service Level Requirements

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

2.2.1 Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

2.2.2 At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.

2.2.3 The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

2.2.4 At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or

bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

2.3 Optional Purchase of Equipment

2.3.1 Purchase of New Equipment: All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacture's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.2 Purchase of Used Equipment: All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the PPA making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.3 Purchase: Company shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab).**

2.3.4 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

2.3.5 Additional Fees

Company shall provide prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

2.4 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

2.5 New Products and Services

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the

Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

2.6 Training

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

2.7 Installation

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

2.8 Safety

Company and installers or subcontractors performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.9 Delivery

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

2.10 Optional Work

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

2.11 Reports

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

2.12 Prevailing Wages

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

Exhibit C
Charlotte Business INClusion Program

Charlotte Business INClusion Program
Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Company is required to provide an MWSBE Participation Plan, describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Contract has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be $800,000 annually: The total work performed by MWSBEs in the aggregate.

Subcontracting
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2018-047
Equipment Rentals and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be $800,000 annually.**

A list of current registered and certified MWSBEs can be found at: www.charlottebusinessinclusion.com.

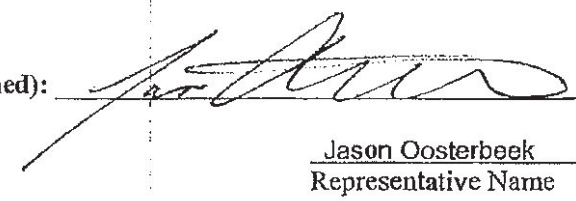
Please indicate if **your company** is any of the following:

____ MBE ____WBE ____SBE

List Information for Each MWSBE to be Utilized on this Project *Copy this form as needed to list all MWSBEs*	
Firm Name	Streeter Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	Shoreline Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	EASTWAY WRECKER SERVICE, INC.
Work to be Performed	Equipment Hauling

Dollar Amount	$25,000
Firm Name	RW Trucking, Inc
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000
Firm Name	Murphy Law Trucking, LLC
Work to be Performed	Equipment Hauling
Dollar Amount	$25,000

Company Name: Herc Rentals Inc.

Representative (signed): 

6/21/2018
Date

Jason Oosterbeek
Representative Name

Contract N0. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractors to provide hauling services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $_____

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	James Streeter Trucking	Vendor #:	
Address:	6824 Old Statesville Rd, Charlotte, NC 28269		
Contact Person:	James Streeter	Email:	streetertrucking@aol.com
Telephone:	(704) 509-1250	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Shoreline Trucking	Vendor #:	
Address:	1736 Dickerson Blvd Ste-F Monroe, NC 28110		
Contact Person:	Horace Shaw	Email:	shorelinetruckingllc@gmail.com
Telephone:	(704) 526-7074	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Eastway Wrecker Service Inc	Vendor #:	
Address:	2801 Wilkinson Blvd, Charlotte, NC 28208		
Contact Person:	Karen	Email:	Karen@eastwaywreckemc.com
Telephone:	(704) 393-3027	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, aad that the description and value of work to be performed by the MWSBE

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Contract N0. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____ Signature and Title	Date: _____
MWSBE Subcontractor:	_____ Signature and Title James Streeter Trucking	Date: _____
MWSBE Subcontractor:	Horace Shaw Owner Signature and Title Shoreline Trucking	Date: 9-12-19
MWSBE Subcontractor:	_____ Signature and Title Eastway Wrecking Service Inc.	Date: _____

Scanned with CamScanner

Contract NO. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $_____

To be completed by [redacted]SBE Subcontractor:			
Name of MWSBE:	Cook Truck Equipment & Tools Inc.	Vendor #:	8795
Address:	2517 Starita Road, Charlotte, NC 28269		
Contact Person:	Joy Cook	Email:	Kashacooktruck@gmail.com
Telephone:	704 392-4138	Fax:	704-394-5445

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract N0. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:	
[redacted]WSBE Subcontractor:	W.T. Cook President Signature and Title	Date:	9/19/2018
W.T. Cook,	Cook Truck Equipment & Tools Inc.		
MWSBE Subcontractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Signature and Title	Date:	

Contract N0. 2019000318
Vendor No. 20941

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities

CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services

To be completed by the Prime Company:			
Name of Prime Company:	Herc Rentals Inc.	Vendor #:	
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134		
Contact Person:	Greg Reyburn	Email:	greg.reyburn@hercrentals.com
Telephone:	617-417-3736	Fax:	866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $_____

To be completed by MWSBE Subcontractor:			
Name of MWSBE:	Donald Gardner's Paint & Body, Inc.	Vendor #:	7494
Address:	3300 Beam Rd, Charlotte, NC 28217		
Contact Person:	Susan Gardner	Email:	pntnbody@aol.com
Telephone:	(704) 527-4739	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: $ 25,000

To be completed by MWSBE Subcontractor:			
Name of MWSBE:		Vendor #:	
Address:			
Contact Person:		Email:	
Telephone:	( )	Fax:	

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract N0. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____ Signature and Title	Date: _____
MWSBE Subcontractor:	Susan L. Gardner / President Signature and Title Donald Gardner's Paint & Body, Inc.	Date: Sept. 21, 2018
MWSBE Subcontractor:	_____ Signature and Title	Date: _____
MWSBE Subcontractor:	_____ Signature and Title .	Date: _____

CHARLOTTE BUSINESS INCLUSION
Connecting MWSBEs with opportunities

CBI FORM 6: Payment Affidavit of Subcontractor Utilization

The Company shall submit this form monthly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: _____ Contract #: _____

Contract Goods or Services: _____

Payment Period: _____ to _____

City Department(s): _____

Subcontractor	Certification (MBE, WBE, and/or SBE)	Vendor #	Description of Work Performed	# of Payments this Period	Payment Total

Please indicate the total amount invoiced to the City during this period: $_____

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INClusion Policy and may result in the sanctions prescribed therein.

This _____ day of _____ 20 ____

_____ _____

Signature Print Name and Title

To be completed by City:

Total Paid to Prime Company: $

Total Paid to MWSBEs: $

Overall MWSBE Goal: %

Overall MWSBE Commitment: %

MWSBE Goal Attainment this period: %

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

RFP #269-2018-047 Equipment Rentals and Related Products and Services

All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE: 6/21/2018

REQUIRED FORM 9 – DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

☒ **Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/21/2018

☐ **Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: _____

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

Exhibit D
Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Herc Rentals Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.

2. **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall 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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act**. Company agrees 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)

5. **Energy Efficiency**. The Company certifies that the Company will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Company certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions**. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE Property & Casualty Insurance Co.	20699
INSURER B:	ACE American Insurance Company	22667
INSURER C:	ACE Fire Underwriters Insurance Co.	20702
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
HERC Rentals Inc.
27500 Riverview Center Blvd
Bonita Springs FL 34134 USA

COVERAGES **CERTIFICATE NUMBER:** 570072954376 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			HDOG71095976	06/30/2018	06/30/2019	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			ISAH25159494	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			XOOG28131549003	06/30/2018	06/30/2019	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $25,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLRC65223715	06/30/2018	06/30/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		Workers Comp (AOS)			E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5CFC65223752 Workers Comp (WI)	06/30/2018	06/30/2019	E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

City of Charlotte is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of City of Charlotte in accordance with the policy provisions of the General Liability, Auto Liability, and Workers Compensation policy.
General Liability and Auto Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability and Auto Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street, CMGC
9th Floor
Charlotte NC 28202-2850 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

Holder Identifier :

Certificate No : 570072954376

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AGENCY CUSTOMER ID: 570000070531
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services South, Inc.	HERC Rentals Inc.
POLICY NUMBER	
See Certificate Number: 570072954376	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570072954376	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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Contract#:2019000318
Amendment#: 1
Vendor#: 20941

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 15th day of July 2019, by and between Herc Rentals Inc, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment incorporates an updated 2019 Equipment List and Gold and Platinum Pricing Schedules as specified in Exhibit A (attached) and becomes effective on July 15, 2019.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

HERC RENTALS INC.

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 7/15/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: Kay Elmore
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 7/17/2019

Contract#:2019000318
Amendment#: 2
Vendor#: 20941

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Second Amendment") is made and entered into this 1st day of January 2020, by and between Herc Rentals Inc, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Second Amendment incorporates an updated 2020 Equipment List and Gold and Platinum Pricing Schedules as specified in Exhibit A (attached) and becomes effective on January 1, 2020.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

HERC RENTALS INC.

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 11/26/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 12/3/2019

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Third Amendment") is made and entered into this 1st day of January 2021, by and between Herc Rentals Inc, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The City of Charlotte and the Company agreed to amend the contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules

D. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Third Amendment by reference.
2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Third Amendment incorporates an updated 2021 Equipment List and Gold and Platinum Pricing Schedules as specified in Exhibit A (attached) and becomes effective on January 1, 2021.
4. Both parties agree that the Company has the option to recover any administrative or contract fees imposed by any Participating Public Agency.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#:2019000318
Amendment#: 3
Vendor#: 20941

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

HERC RENTALS INC.

BY: _____
(signature)

PRINT NAME: JASON POSTELBACK

TITLE: VICE PRESIDENT

DATE: 11/13/20

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 02, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 3

Contract Name: Equipment Rentals and Related Products and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: f66f2b82106208b08604836a6d96b831

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Fourth Amendment") is made and entered into this 23rd of August 2021, by and between Herc Rentals, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract on January 1, 2021 to incorporate an updated equipment list and gold and platinum pricing schedules and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Schedules in Exhibit A of the Contract is hereby replaced in its entirety due to the addition of new equipment which are attached hereto as Exhibit A.1.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.

BY: _____
(signature)

PRINT NAME: JASON COSTERBEEK

TITLE: VICE PRESIDENT

DATE: 8/25/2021

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: September 02, 2021

Submitted by: Genetta Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 4

Contract Name: Equipment Rentals and Related Products and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

_____

eSigned via SeamlessDocs.com
Brent Cagle
Key: f66f2b82106208b08604836a6d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

_____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Fifth Amendment") is made and entered into this 1st of January 2022, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated November 1, 20108 (the "Contract") pursuant to which the Company agreed to provide equipment rentals and related products and services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract on January 1, 2021 to incorporate an updated equipment list and gold and platinum pricing schedules and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties amended the Contract on August 23, 2021 to replace the Pricing Schedules due to the addition of new equipment.

F. The parties now desire to amend the Contract to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Fifth Amendment by reference.
2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Gold and Platinum Pricing Schedules in Exhibit A of the Contract is hereby replaced in its entirety due to the average rate change of four tenths of one percent (.4%) which are attached hereto as Exhibit A.2.
4. Section 34 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

   REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Herc Rentals, Inc. agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at

http://library.municode.com/index.aspx?clientId=19970 and incorporated herein by reference. Herc Rentals, Inc. consents to be bound by the award of any arbitration conducted thereunder."

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fifth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.

BY: _____
(signature)

PRINT NAME: Jason Oosterebeek

TITLE: Vice President

DATE: 12/14/2021

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: January 04, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 5

Contract Name: Equipment Rentals and Related Products and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

_____

eSigned via SeamlessDocs.com
Brent Cagle
Key: f66f2b82106208b08604836a6d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

_____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Sixth Amendment") is made and entered into this 1st of February 2022, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide equipment rentals and related products and services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract on January 1, 2021 to incorporate an updated equipment list and gold and platinum pricing schedules and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties amended the Contract on August 23, 2021 to replace the Pricing Schedules due to the addition of new equipment.

F. The parties amended the Contract on January 1, 2022 to incorporate an updated equipment list and gold and platinum pricing schedules and to replace the Commercial Non-Discrimination clause.

G. The parties now desire to amend the Contract to delete and replace the CBI Form 4 documents and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The parties have agreed to remove Cook Truck Equipment & Tools, Donald Gardners Paint & Body, Inc., Eastway Wrecker Service, Inc., Shoreline Trucking LLC, and Streeter Trucking Company as subcontractors. The parties have agreed to add Chavez Transport, Joey's Truck Repair, Mecklenburg Fleet, and Motus Logistics as subcontractors to satisfy the aggregate MWSBE Goal. Accordingly, the CBI Form 4 documents ("Letter of Intent") for the removed subcontractors that appeared in Exhibit C of the original Contract are hereby deleted from the Contract and are replaced by the completed CBI Form 4 documents that are attached to this Amendment as Exhibit C.1.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 2/1/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: February 08, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 6

Contract Name: Equipment Rentals and Related Products and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

_____

eSigned via SeamlessDocs.com
Brent Cagle
Key: f66f2b82106208b08604836a6d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

_____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 20th of July 2022, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide equipment rentals and related products and services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract January 1, 2021 to incorporate an updated equipment list and gold and platinum pricing schedules and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties amended the Contract on August 23, 2021 to replace the Pricing Schedules to the addition of new equipment.

F. The parties amended the Contract on January 1, 2022 to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause and to incorporate certain other changes.

G. The parties amended the Contract on February 1, 2022 to delete and replace the CBI Form 4 documents.

H. The parties now desire to amend the Contract to incorporate an updated equipment list and gold and platinum pricing schedules, to add a CBI Form 4, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Gold and Platinum Pricing Schedules in Exhibit A of the Contract is hereby replaced in its entirety due to the addition of new category class equipment and price corrections on category class #715-1082 which are attached hereto as Exhibit A.3.

4. The parties have agreed to add Mr. Refurbisher as a subcontractor to satisfy the aggregate MWSBE Goal. Accordingly, the CBI Form 4 documents ("Letter of Intent") are appended by the completed CBI Form 4 documents that are attached to this Amendment as Exhibit C.2.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventh Amendment to be executed as of the date first written above.

HERC RENTALS, INC.	**CITY OF CHARLOTTE:** **CITY MANAGER'S OFFICE**
BY: _____ ***(signature)***	**BY:** _____ ***(signature)***
PRINT NAME: Jason Oosterbeek	**PRINT NAME:** _____
TITLE: Vice President	**TITLE:** _____
DATE: 8/17/2022	**DATE:** _____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 21st of December 2022, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract January 1, 2021 to incorporate an updated equipment list and gold and platinum pricing schedules and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties amended the Contract on August 23, 2021 to replace the Pricing Schedules with the addition of new equipment.

F. The parties amended the Contract on January 1, 2022 to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause and to incorporate certain other changes.

G. The parties amended the Contract on February 1, 2022 to delete and replace the CBI Form 4 documents.

H. The parties amended the Contract on July 20, 2022 to incorporate an updated equipment list and gold and platinum pricing schedules, to add a CBI Form 4 and to incorporate certain other changes.

I. The parties now desire to amend the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Eighth Amendment by reference.

2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Eighth Amendment extends the Term of the Contract by the first of two (2) two-year renewal terms to expire on October 31, 2025.
4. The Pricing Schedules in Exhibit A of the Contract is hereby replaced in its entirety due to the addition of new category class equipment and price increases which are attached as Exhibit A.4.
5. The Discount Schedule for New Equipment is hereby updated and attached as Attachment A.1.
6. The Discount Schedule for Used Equipment is hereby updated and attached as Attachment A.2.
7. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
8. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eighth Amendment to be executed as of the date first written above.

HERC RENTALS, INC:

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 12/8/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 19, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2019000318

Amendment #: 8

Contract Name: Equipment Rentals and Related Products and Services

Vendor Legal Name: Herc Rentals Inc.

Vendor #: 20941

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

_____

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b82106208b08604836a6d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

_____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this __5__ of ____June_____ 2023, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019, to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020, to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract on January 1, 2021, to incorporate an updated equipment list, gold and platinum pricing schedules, and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties amended the Contract on August 23, 2021, to replace the Pricing Schedules with the addition of new equipment.

F. The parties amended the Contract on January 1, 2022, to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause, and to incorporate certain other changes.

G. The parties amended the Contract on February 1, 2022, to delete and replace the CBI Form 4 documents.

H. The parties amended the Contract on July 20, 2022, to incorporate an updated equipment list and gold and platinum pricing schedules, add a CBI Form 4, and incorporate certain other changes.

I. The parties amended the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.

J. The parties now desire to amend the Contract to include additional add-ons shown in Exhibit A.5 and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.

2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in

the Contract.

3. The Pricing Schedules in Exhibit A of the Contract are hereby updated to include the addition of new category class equipment and price increases which are attached as Exhibit A.5.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Ninth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.:

BY: _____
(Signature)

PRINT NAME: JASON OOSTERBEEK

TITLE: VICE PRESIDENT

DATE: 5/26/23

CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: June 05, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2019000318

Amendment #: 9

Contract Name: Equipment Rentals and Related Product and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b82106208b08604836a6d96b8

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Tenth Amendment") is made and entered into this 19 of October 2023, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019, to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020, to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract on January 1, 2021, to incorporate an updated equipment list, gold and platinum pricing schedules, and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties amended the Contract on August 23, 2021, to replace the Pricing Schedules with the addition of new equipment.

F. The parties amended the Contract on January 1, 2022, to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause, and to incorporate certain other changes.

G. The parties amended the Contract on February 1, 2022, to delete and replace the CBI Form 4 documents.

H. The parties amended the Contract on July 20, 2022, to incorporate an updated equipment list and gold and platinum pricing schedules, add a CBI Form 4, and incorporate certain other changes.

I. The parties amended the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.

J. The parties amended the Contract to include additional add-ons shown in Exhibit A.5 and to incorporate certain other changes.

K. The parties desire to amend the Contract to incorporate an updated equipment list and gold and platinum pricing schedules as shown in Exhibit A.5 and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Tenth Amendment by reference.

2. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Contract.

3. The Pricing Schedules in Exhibit A of the Contract are hereby updated to include the addition of new category class equipment and price increases which are attached as Exhibit A.5.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Tenth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.:

BY: _____
(Signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 10/5/2023

CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: October 18, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2019000318

Amendment #: 10

Contract Name: CCPA Citywide Equipment Rentals and Related Products and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b82106208b08604836a6d96b8

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 2 of February 2024, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019, to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020, to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract on January 1, 2021, to incorporate an updated equipment list, gold and platinum pricing schedules, and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties amended the Contract on August 23, 2021, to replace the Pricing Schedules with the addition of new equipment.

F. The parties amended the Contract on January 1, 2022, to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause, and to incorporate certain other changes.

G. The parties amended the Contract on February 1, 2022, to delete and replace the CBI Form 4 documents.

H. The parties amended the Contract on July 20, 2022, to incorporate an updated equipment list and gold and platinum pricing schedules, add a CBI Form 4, and incorporate certain other changes.

I. The parties amended the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.

J. The parties amended the Contract to include additional add-ons shown in Exhibit A.5 and to incorporate certain other changes.

K. The parties amended the Contract to incorporate an updated equipment list and gold and platinum pricing schedules as shown in Exhibit A.5 and to incorporate certain other changes.

L. The parties now desire to amend the Contract to incorporate service to Hawaii as shown in Exhibit A.6 and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.

2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.

3. The Pricing Schedules in Exhibit A of the Contract are hereby updated to include the addition of service to Hawaii including category class equipment and price increases which are attached as Exhibit A.6.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

HERC RENTALS, INC.:

BY: _____
(Signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 11/27/2023

CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: February 02, 2024

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2019000318

Amendment #: 11

Contract Name: Equipment Rentals and Related Product and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 2094

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b82106208b08604836a6d96b8

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Twelfth Amendment") is made and entered into this 8 of August 2024, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on July 15, 2019, to incorporate an updated equipment list and gold and platinum pricing schedules.

C. The parties amended the Contract on January 1, 2020, to incorporate an updated equipment list and gold and platinum pricing schedules.

D. The parties amended the Contract on January 1, 2021, to incorporate an updated equipment list, gold and platinum pricing schedules, and the option to recover any administrative or contract fees imposed by any Participating Public Agency.

E. The parties amended the Contract on August 23, 2021, to replace the Pricing Schedules with the addition of new equipment.

F. The parties amended the Contract on January 1, 2022, to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause, and to incorporate certain other changes.

G. The parties amended the Contract on February 1, 2022, to delete and replace the CBI Form 4 documents.

H. The parties amended the Contract on July 20, 2022, to incorporate an updated equipment list and gold and platinum pricing schedules, add a CBI Form 4, and incorporate certain other changes.

I. The parties amended the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.

J. The parties amended the Contract to include additional add-ons shown in Exhibit A.5 and to incorporate certain other changes.

K. The parties amended the Contract to incorporate an updated equipment list and gold and platinum pricing schedules as shown in Exhibit A.5 and to incorporate certain other changes.

L. The parties amended the Contract to include additional add-ons shown in Exhibit A.6 and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Twelfth Amendment by reference.

2. Defined terms used in this Twelfth Amendment shall have the same meaning as are assigned to such terms in the Contract.

3. The Pricing Schedules in Exhibit A of the Contract are hereby updated to include the addition of new category class equipment and price increases which are attached as Exhibit A.6.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Twelfth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.:

BY: _____
(Signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 7/16/2024

CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: August 08, 2024

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2019000319

Amendment #: 12

Contract Name: Citywide Equipment Rental

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b82106208b08604836a6d96b8

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

Alternate Contract Source (ACS)
No. 518-410-19-ACS
For
Industrial Equipment and Tool Rental

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Herc Rentals, Inc. (Contractor) at P.O. Box 650280, Dallas, Texas 75265-0280, collectively referred to herein as the "Parties." *This contract covers Industrial Equipment and Tool Rental let by the State of North Carolina, County of Mecklenburg, City of Charlotte for use by state agencies and other entities, as permitted by their own laws, ordinances or rules, located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.*

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The *State of North Carolina, County of Mecklenburg, City of Charlotte acting by and through* U.S. Communities (an OMNIA partner), competitively procured Industrial Equipment and Tool Rentals, and signed contract number 2019000318 with the Contractor, attached hereto as Exhibit C (Master Agreement). The Master Agreement is effective November 1, 2018, and terminates on November 1, 2023. Renewal options of two additional years are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will become effective on April 1, 2019 or on the date the document is signed by all Parties, whichever is later, consistent with the Master Agreement, unless terminated earlier in accordance with the Special Contract Conditions or by the Participating State. The contract terminates on November 1, 2023.

2. Renewal.

Upon agreement of the Parties, this Contract may be renewed. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Contract.

3. Contract Reporting

The Contractor(s) shall report information on orders received from state agencies and eligible users associated with this contract. The Contractor(s) shall submit reports in accordance with the following schedule:

Report	Period Covered	Due dates
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Savings / Price Reductions	Annual	10 business days after each action that adjusts prices
Diversity Report	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal

4. Quarterly Sales Reports

The Contractor agrees to submit a Quarterly Sales Report (Exhibit E) to the DMS Contract Manager in the format to be provided by the Contract Manager thirty (30) business days after the close of the State Fiscal quarter (September 30, December 31, March 31, and June 30). Additional changes may be requested and implemented by the DMS Contract Manager after award and during the life of the Participating Addendum. The Quarterly Sales Report format can be found at this link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/vendor_sales_report_format

Reports must be submitted in MS Excel format. The report will include all sales (orders) from Customers received (associated with this Participating Addendum) during the period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity.

Failure to provide quarterly sales reports, within thirty (30) business days following the end of each quarter (January, April, July, and October) may result in the Contractor being found in default and may cause termination of the Participating Addendum. Quarterly submissions of the Quarterly Sales Form shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed reports and send by email to the Contract Manager. A sample Quarterly Sales Report form is attached as Exhibit E.

5. Diversity Report

The Contractor(s) shall report to each Customer (ordering entity), spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor(s) shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

6. Ad-hoc Report

The Contractor(s) is required to submit ad hoc reports within the specified amount of time as requested by the Department.

7. Business Review Meetings

In order to maintain the partnership between the Department and the Contractor(s), each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor(s)'s performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

8. Financial Consequences

The Department will review the Contractor(s)'s performance and assess financial consequences for failure to meet minimum targets below.

Performance Metric	Description	Minimum Performance Target	Calculation	Financial Consequences for Non-Performance; Per Occurrence
Report Submission (Measured by State Purchasing)	Measures whether the Contractor(s) submits required reports to the Department's Contract Manager by specified deadlines	Per quarter	Date of report submission	$100

9. Modifications or Additions to Master Agreement.

As used in this document, Contract (whether or not capitalized) shall, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties. Amendments to the Master Agreement will be automatically incorporated into this Contract.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of this Contract. Exhibit A modifies or supplements the terms and conditions of the Master Agreement. The Parties agree that these modifications or additions shall apply to actions between the Contractor and the State of Florida (including participating Florida agencies and eligible users). In the event of a conflict, the following order of precedence shall apply:

a) This Contract and amendments, with the latest issued having priority.
b) Exhibit A: Special Contract Conditions (Florida)
c) Exhibit B: State of Florida Price Sheet
d) Exhibit C: Master Agreement US Communities

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

10. Purchase Orders.

Upon execution of this Contract, Customers, as defined in Section 1.1 of the Special Contract Conditions (Exhibit A), may purchase products and services under this Contract using this State of Florida ACS number 518-410-19-ACS Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract and its Exhibits.

11. Primary Contacts

Department's Contract Manager:
Gerriod Griffin
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487-9847
Email: Gerriod.griifin@dms.myflorida.com

Contractor's Contract Manager:
Miguel Mejias
Marketing Rep Florida Region
5725 Adamo Drive
Tampa, Florida 33619
866-895-1935
Email: miguel.mejias@hercrentals.com

12. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

13. Entire Agreement of the Parties

This document and the attached exhibits constitute the ACS and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

HERC RENTALS, INC.	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
_____	_____
	Rosalyn Ingram Director of State Purchasing and Chief Procurement Officer
_____	_____
Date:	**Date:**

Attachments:

Exhibit D: Preferred Pricing Affidavit
Exhibit E: Quarterly Sales Report
Attachment: FL Master Intergovernmental Cooperative Purchasing Agreement
Attachment: Vendor Information Form

Contractor's Contract Manager:
Miguel Mejias
Marketing Rep Florida Region
5725 Adamo Drive
Tampa, Florida 33619
866-895-1935
Email: miguel.mejias@hercrentals.com

12. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

13. Entire Agreement of the Parties

This document and the attached exhibits constitute the ACS and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

HERC RENTALS, INC.

1/31/2019
Date:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

Rosalyn Ingram
Director of State Purchasing and
Chief Procurement Officer

2/4/19
Date:

Attachments:

Exhibit D: Preferred Pricing Affidavit
Exhibit E: Quarterly Sales Report
Attachment: FL Master Intergovernmental Cooperative Purchasing Agreement
Attachment: Vendor Information Form

EXHIBIT A

Industrial Equipment and Tool Rental
518-410-19-ACS

SPECIAL CONTRACT CONDITIONS

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

EXHIBIT A

Industrial Equipment and Tool Rental
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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the

Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess

of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Gerriod Griffin
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

Telephone: (850) 487-9847
Email: Gerriod.griifin@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Miguel Mejias
Marketing Rep Florida Region
5725 Adamo Drive
Tampa, Florida 33619
866-895-1935
Email: miguel.mejias@hercrentals.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL

BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.
If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725, F.S., and 215.473, F.S., respectively. Pursuant to section 287.135(3), F.S., and 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.4 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.
To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such

employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

7.3 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.
The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) 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 records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, 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. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the

Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.
The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with

all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.

(b) The type of information that was subject to the unauthorized access and acquisition.

(c) The type and number of entities who were, or potentially have been affected by the breach.

(d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.
Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information

becomes known. The Contractor must provide the Department and the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).
The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer, and the State of Florida, its officers, directors, and employees for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification.
The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

10.3 Communications.
Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

11.3 Liquidated Damages.
The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor

implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other

records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.
In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes

(b) Information technology crimes;

(c) Fraudulent practices;

(d) False pretenses;

(e) Frauds;

(f) Credit card crimes;

(g) Forgery;

(h) Counterfeiting;

(i) Violations involving checks or drafts;

(j) Misuse of medical or personnel records; and

(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. INFORMATION TECHNOLOGY.

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

14.1 Limitation of Liability.
For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of

the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

14.2 Information Technology Standards.
Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO. 2
Contract No. 518-410-19-ACS
Contract Name: Industrial Equipment and Tool Rental

This Contract Amendment No. 2 ("Amendment") to Contract No. 518-410-19-ACS ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Herc Rentals, Inc. ("Contractor"), with its principal place of business located at 27500 Riverview Center Blvd., Bonita Springs, FL 34134, collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into the Contract, effective on April 1, 2019, for the provision of Industrial Equipment and Tool Rental with an initial termination date of November 1, 2023;

WHEREAS, the Master Agreement was renewed for a period of two years, with a new Master Agreement expiration date of October 31, 2025;

WHEREAS, the Parties agreed that the Contract may be renewed as provided in Exhibit A, Special Contract Conditions (Florida), Section 2.2, Renewal;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit A, Special Contract Conditions (Florida), Section 6.9, Modification and Severability; and

WHEREAS, the Parties wish to amend the Contract.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Renewal. The Contract is renewed for a period of two years pursuant to the same terms and conditions except as amended herein, with a new Contract expiration date of October 31, 2025.

II. Contract Amendment. Contract Exhibit A, Special Contract Conditions (Florida), is hereby deleted and replaced in its entirety with the attached Exhibit A, Special Contract Conditions (Florida), which is hereby incorporated by reference.

III. Contract Amendment. Contract Exhibit B, State of Florida Price Sheet, is hereby deleted and replaced in its entirety with the attached Contract Exhibit B, State of Florida Price Sheet, which is hereby incorporated by reference.

IV. Contract Amendment. The attached Contract Exhibit D, Additional Special Contract Conditions (Florida), is hereby added in its entirety and incorporated by reference.

V. Contract Amendment. Contract Section 9, Modifications or Additions to the Master Agreement, is hereby replaced in its entirety as follows:

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO. 2
Contract No. 518-410-19-ACS
Contract Name: Industrial Equipment and Tool Rental

As used in this document, Contract (whether or not capitalized) shall, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to the Contract must be in writing and signed by all Parties. Amendments to the Master Agreement will be automatically incorporated into this Contract.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of this Contract. Exhibits A and D modify or supplement the terms and conditions of the Master Agreement. The Parties agree that these modifications or additions shall apply to actions between the Contractor and the State of Florida (including participating Florida agencies and eligible users). In the event of a conflict, the following order of precedence shall apply:

a) This Contract and amendments, with the last issued having priority

b) Exhibit D, Additional Special Contract Conditions (Florida)

c) Exhibit A, Special Contract Conditions (Florida)

d) Exhibit B, State of Florida Price Sheet

e) Exhibit C, Master Agreement US Communities

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

VI. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

VII. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

VIII. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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Department of MANAGEMENT SERVICES
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CONTRACT AMENDMENT NO. 2
Contract No. 518-410-19-ACS
Contract Name: Industrial Equipment and Tool Rental

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
5E01A9D260EB47C...

Name: Pedro Allende
Title: Secretary
Date: 4/20/2023 | 1:59 PM EDT

Contractor:
Herc Rentals, Inc.

DocuSigned by:
By: Jason Oosterbeek
00793FDAF70D4EC...

Name: Jason Oosterbeek
Title: Vice President
Date: 4/20/2023 | 11:03 AM EDT

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Department of MANAGEMENT SERVICES
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Exhibit D
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The Contractor will have 90 calendar days to implement a mandatory punchout catalog for this Contract. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

   Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

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supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

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2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

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2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit anymonthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

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5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) 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 records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, 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. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

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13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit A

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) 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 records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, 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. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

AMENDMENT NO.: 1
Contract No.: 518-410-19-ACS
Contract Title: Industrial Equipment and Tool Rental

This Amendment ("Amendment") to the Industrial Equipment and Tool Rental Contract No. 518-410-19-ACS ("Contract") between the State of Florida, Department of Management Services ("Department") and Herc Rental, Inc. ("Contractor"), collectively referred to herein as the "Parties," shall be effective April 1, 2019. All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in section 9, "Modifications or Additions to Master Agreement," of the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The Contract is amended to update Section 3, Contract Reporting, and Section 4, Contract Quarterly Sales Reports. Section 3, Contract Reporting, is amended, as follows:

Report	Period Covered	Due dates
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State's Fiscal Quarter	10 calendar days after close of the period
Diversity Report	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal

The first paragraph of Section 4, Quarterly Sales Reports, is amended, as follows:

The Contractor agrees to submit a Quarterly Sales Report (Exhibit E) to the DMS Contract Manager in the format to be provided by the Contract Manager ten (10) calendar days after the close of the State Fiscal quarter (October 10, January 10, April 10, and July 10). Additional changes may be requested and implemented by the DMS Contract Manager after award and during the life of the Participating Addendum. The Quarterly Sales Report can be found at this link:
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/vendor_sales_report_format

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

HERC RENTALS, INC.	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
_____	_____
	Rosalyn Ingram Director of State Purchasing and Chief Procurement Officer
_____	_____
Date:	**Date:**

II. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. **Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

HERC RENTALS, INC.

3/6/2019
Date:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

Rosalyn Ingram
Director of State Purchasing and
Chief Procurement Officer

3/7/19
Date:

State of Florida (518-410-19-ACS)

AFFECTED REGIONS / BRANCHES
Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - ATTACHMENTS & ACCESSORIES					
415	1000	GLAZIER PANEL LIFT KIT	$46	$130	$411
415	1050	ZERO G TOOL HOLDER ATTACHMENT	$116	$395	$747
415	1500	SCISSOR ATTCH 19' EXT DECK FOR GENIE SHU	$93	$186	$415
415	1505	PIPE RACK FOR SKYJACK RT SCISSOR	$65	$115	$223
AERIAL - BOOM LIFTS ARTICULATED					
410	2010	BOOM ARTICULATED 30FT JIB NARROW ELEC	$284	$628	$1,474
410	2020	BOOM ARTICULATED 30FT NAR ROT JIB ELEC	$284	$628	$1,474
410	2030	BOOM ARTICULATED 33FT ELEC	$284	$628	$1,474
410	2045	BOOM ARTICULATED 34FT NARROW JIB ELEC	$284	$628	$1,474
410	2050	BOOM ARTICULATED 34FT WIDE JIB ELEC	$284	$628	$1,474
410	2060	BOOM ARTICULATED 34FT 4WD HYB	$326	$707	$1,754
410	2070	BOOM ARTICULATED 40FT NARROW JIB ELEC	$326	$707	$1,754
410	2070	BOOM ARTICULATED 40FT NARROW JIB ELEC	$326	$707	$1,754
410	2071	BOOM ARTICULATED 40FT NAR JIB BLK ELEC	$326	$707	$1,754
410	2080	BOOM ARTICULATED 40FT NAR ROT JIB ELEC	$326	$707	$1,754
410	2100	BOOM ARTICULATED 40FT WIDE ROT JIB ELEC	$326	$707	$1,754
410	2130	BOOM ARTICULATED 45FT ELEC	$326	$707	$1,754
410	2131	BOOM ARTICULATED 45FT JIB BLK ELEC	$326	$707	$1,754
410	2140	BOOM ARTICULATED 45FT JIB ELEC	$326	$707	$1,754
410	2145	BOOM ARTICULATED 45FT JIB EE RATED ELEC	$386	$772	$1,826
410	2540	BOOM ARTICULATED 60FT JIB 4WD ELEC	$530	$1,330	$2,790
410	3020	BOOM ARTICULATED 34FT 2WD DSL	$295	$659	$1,601
410	3030	BOOM ARTICULATED 34FT JIB 4WD DF	$295	$659	$1,601
410	3040	BOOM ARTICULATED 34FT JIB 4WD DSL	$295	$659	$1,601
410	3050	BOOM ARTICULATED 45FT 2WD DF	$326	$707	$1,754
410	3050	BOOM ARTICULATED 45FT 2WD DF	$326	$707	$1,754
410	3070	BOOM ARTICULATED 45FT 4WD DF	$326	$707	$1,754
410	3071	BOOM ARTICULATED 45FT BLK DF	$326	$707	$1,754
410	3080	BOOM ARTICULATED 45FT JIB 4WD DF	$326	$707	$1,754
410	3081	BOOM ARTICULATED 45FT JIB BLK DF	$326	$707	$1,754
410	3082	BOOM ARTICULATED 45FT JIB BLK DF HIGHCAP	$326	$707	$1,754
410	3110	BOOM ARTICULATED 45FT 4WD DSL	$326	$707	$1,754
410	3111	BOOM ARTICULATED 45FT JIB BLK DSL	$326	$707	$1,754
410	3120	BOOM ARTICULATED 45FT JIB 4WD DSL	$326	$707	$1,754
410	3127	BOOM ARTICULATED 45FT JIB 4WD HYB	$326	$707	$1,754
410	3131	BOOM ARTICULATED 60FT BLK DF	$405	$938	$2,325
410	3140	BOOM ARTICULATED 60FT JIB 2WD DF	$405	$938	$2,325

Customer agrees to keep confidential the information contained herein and not to reproduce or disclose any such information, in whole or in part, to any individual or entity, without the prior written consent of Herc Rentals. Customer and Herc hereby agree to the equipment and pricing as detailed herein and Customer agrees to be responsible for all applicable fees and charges as published at HercRentals.com, including, without limitation, environmental and emissions, refueling, vehicle licensing fees, preventative maintenance and transportation charges. Any equipment that is ordered by or on behalf of Customer locally at a Herc branch or other such location, that is not on the list of equipment in this schedule, will be negotiated locally at time of rental, up to an amount not to exceed the then-current list price for a standard rental shift, plus any additional hours, as published at HercRentals.com. Herc may at its sole discretion modify or terminate any pricing herein with 30 days notice to customer.

AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
AERIAL - BOOM LIFTS ARTICULATED				
410 3161	BOOM ARTICULATED 60FT JIB BLK DSL	$405	$938	$2,325
410 3170	BOOM ARTICULATED 60FT 4WD DF	$405	$938	$2,325
410 3180	BOOM ARTICULATED 60FT JIB 4WD DF	$405	$938	$2,325
410 3181	BOOM ARTICULATED 60FT JIB BLK DF	$405	$938	$2,325
410 3190	BOOM ARTICULATED 60FT 4WD DSL	$405	$938	$2,325
410 3191	BOOM ARTICULATED 60FT BLK DSL	$405	$938	$2,325
410 3200	BOOM ARTICULATED 60FT JIB 4WD DSL	$405	$938	$2,325
410 3205	BOOM ARTICULATED 60FT JIB 4WD HYB	$521	$1,265	$2,734
410 3231	BOOM ARTICULATED 80FT JIB BLK DF	$758	$1,734	$3,901
410 3232	BOOM ARTICULATED 80FT JIB BLK DF HIGHCAP	$758	$1,734	$3,901
410 3261	BOOM ARTICULATED 80FT JIB BLK DSL	$758	$1,734	$3,901
410 3270	BOOM ARTICULATED 80FT 4WD DF	$758	$1,734	$3,901
410 3271	BOOM ARTICULATED 80FT BLK DF	$758	$1,734	$3,901
410 3280	BOOM ARTICULATED 80FT JIB 4WD DF	$758	$1,734	$3,901
410 3290	BOOM ARTICULATED 80FT 4WD DSL	$758	$1,734	$3,901
410 3300	BOOM ARTICULATED 80FT JIB 4WD DSL	$758	$1,734	$3,901
410 3310	BOOM ARTICULATED 80FT JIB 4WD HYB	$913	$2,300	$4,394
410 3350	BOOM ARTICULATED 125FT JIB 4WD DSL	$1,358	$3,395	$7,378
410 3351	BOOM ARTICULATED 125FT JIB BLK DSL	$1,358	$3,395	$7,378
410 3360	BOOM ARTICULATED 135FT JIB 4WD DSL	$1,497	$3,828	$8,057
410 3380	BOOM ARTICULATED 150FT JIB 4WD DSL	$2,534	$7,482	$16,275
AERIAL - BOOM LIFTS STRAIGHTMAST				
410 2500	BOOM STRAIGHT 60FT JIB 2WD ELEC	$530	$1,330	$2,790
410 2501	BOOM STRAIGHT 60FT JIB BLK ELEC	$530	$1,330	$2,790
410 2510	BOOM STRAIGHT 60FT JIB 4WD ELEC	$530	$1,330	$2,790
410 2530	BOOM STRAIGHT 60FT JIB 4WD HYB	$530	$1,330	$2,790
410 4000	BOOM STRAIGHT 34FT JIB 4WD DSL	$295	$659	$1,601
410 4030	BOOM STRAIGHT 40FT 4WD DF	$326	$707	$1,754
410 4040	BOOM STRAIGHT 40FT 4WD DSL	$326	$707	$1,754
410 4041	BOOM STRAIGHT 40FT BLK DSL	$326	$707	$1,754
410 4045	BOOM STRAIGHT 40FT 4WD HIGH CAP DSL	$330	$707	$1,754
410 4080	BOOM STRAIGHT 45FT JIB 4WD DF	$326	$707	$1,754
410 4090	BOOM STRAIGHT 45FT JIB 4WD DSL	$326	$707	$1,754
410 4091	BOOM STRAIGHT 45FT JIB BLK DSL	$326	$707	$1,754
410 4111	BOOM STRAIGHT 60FT BLK DF	$405	$938	$2,325
410 4130	BOOM STRAIGHT 60FT 4WD DF	$405	$938	$2,325
410 4140	BOOM STRAIGHT 60FT 4WD DSL	$405	$938	$2,325
410 4141	BOOM STRAIGHT 60FT BLK DSL	$405	$938	$2,325
410 4145	BOOM STRAIGHT 60FT JIB 4WD DSL	$405	$938	$2,325
410 4150	BOOM STRAIGHT 60FT CRAWLER DSL	$644	$1,860	$4,418
410 4151	BOOM STRAIGHT 60FT JIB BLK DSL	$405	$938	$2,325

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - BOOM LIFTS STRAIGHTMAST					
410	4180	BOOM STRAIGHT 65FT JIB 4WD DF	$423	$958	$2,418
410	4190	BOOM STRAIGHT 65FT JIB 4WD DSL	$423	$958	$2,418
410	4191	BOOM STRAIGHT 65FT JIB 4WD BLK DSL	$423	$958	$2,418
410	4195	BOOM STRAIGHT 65FT JIB DSL HIGH CAP	$423	$958	$2,418
410	4200	BOOM STRAIGHT 65FT JIB CRAWLER DSL	$644	$1,860	$4,418
410	4211	BOOM STRAIGHT 80FT BLK DF	$758	$1,734	$3,901
410	4221	BOOM STRAIGHT 80FT BLK DSL	$758	$1,734	$3,901
410	4230	BOOM STRAIGHT 80FT 4WD DF	$758	$1,734	$3,901
410	4240	BOOM STRAIGHT 80FT 4WD DSL	$758	$1,734	$3,901
410	4241	BOOM STRAIGHT 80FT BLK DSL HIGH CAP	$758	$1,734	$3,901
410	4242	BOOM STRAIGHT 80FT 4WD DSL HIGH CAP	$758	$1,734	$3,901
410	4270	BOOM STRAIGHT 85FT JIB 4WD DF	$781	$1,767	$3,999
410	4300	BOOM STRAIGHT 85FT JIB 4WD DSL	$781	$1,767	$3,999
410	4301	BOOM STRAIGHT 85FT JIB BLK DSL	$781	$1,767	$3,999
410	4305	BOOM STRAIGHT 85FT JIB 4WD DSL HIGH CAP	$781	$1,767	$3,999
410	4350	BOOM STRAIGHT 105FT JIB 4WD DSL	$1,116	$3,018	$6,664
410	4400	BOOM STRAIGHT 120FT JIB 4WD DSL	$1,358	$3,395	$7,378
410	4401	BOOM STRAIGHT 120FT JIB 4WD BLK DSL	$1,358	$3,395	$7,378
410	4410	BOOM STRAIGHT 125FT JIB 4WD DSL	$1,358	$3,395	$7,378
410	4420	BOOM STRAIGHT 135FT JIB 4WD DSL	$1,497	$3,828	$8,057
410	4421	BOOM STRAIGHT 135FT JIB BLK DSL	$1,497	$3,828	$8,057
410	4422	BOOM STRAIGHT 135FT 30FTJIB 4WD HIGH CAP	$1,497	$3,828	$8,057
410	4430	BOOM STRAIGHT 150FT JIB 4WD DSL	$2,478	$7,128	$16,275
410	4440	BOOM STRAIGHT 180-185FT JIB 4WD DSL	$3,953	$9,295	$19,995
AERIAL - BOOM LIFTS TOWABLE					
410	1010	BOOM TOWABLE 35FT BATTERY	$301	$719	$1,690
410	1020	BOOM TOWABLE 35FT GAS	$301	$719	$1,690
410	1025	BOOM TOWABLE 45FT BATTERY	$349	$916	$1,986
410	1030	BOOM TOWABLE 50FT BATTERY	$349	$916	$1,986
410	1040	BOOM TOWABLE 50FT GAS	$349	$916	$1,986
AERIAL - COMPACT CRAWLER LIFTS					
464	1016	COMPACT CRAWLER BOOM LIFT 40-44' BATTERY	$1,860	$3,488	$6,836
464	1022	COMPACT CRAWLER BOOM LIFT 50-59' BATTERY	$2,186	$4,604	$8,300
464	1036	COMPACT CRAWLER BOOM LIFT 70-79' BATTERY	$2,418	$5,813	$11,160
464	1042	COMPACT WHEELED BOOM LIFT 90-99' HYB	$2,883	$6,278	$13,485
AERIAL - ELECTRIC SCISSOR LIFTS					
405	1060	SCISSOR LIFT 12-13FT 30IN ELEC	$111	$219	$386
405	1062	SCISSOR LIFT 13FT 30IN COMPACT LCS ELEC	$111	$219	$386
405	1065	SCISSOR LIFT 13FT X-DECK COMPACT LCS ELE	$135	$288	$440

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - ELECTRIC SCISSOR LIFTS					
405	1070	SCISSOR LIFT 14FT 30IN ELEC	$111	$219	$386
405	1080	SCISSOR LIFT 15FT 30IN ELEC	$111	$219	$386
405	1085	SCISSOR LIFT 19FT 32IN COMPACT ELEC	$111	$219	$386
405	1087	SCISSOR LIFT 19FT 32IN COMPACT LCS ELEC	$111	$219	$386
405	1088	SCISSOR LIFT 19FT X-DECK COMPACT LCS ELE	$135	$288	$440
405	1090	SCISSOR LIFT 19FT 30-32IN ELEC	$111	$219	$386
405	1091	SCISSOR LIFT 19FT 30-32IN BLK ELEC	$111	$219	$386
405	1095	SCISSOR LIFT 19FT NARROW ELEC EE RATED	$126	$262	$470
405	1100	SCISSOR LIFT 20FT 30-32IN ELEC	$126	$262	$470
405	1110	SCISSOR LIFT 20FT 32IN P-DECK ELEC	$126	$262	$470
405	1120	SCISSOR LIFT 20FT 46" WIDE ELEC	$167	$349	$725
405	1140	SCISSOR LIFT 26FT 32IN ELEC	$149	$301	$591
405	1141	SCISSOR LIFT 26FT 32IN BLK ELEC	$149	$301	$591
405	1142	SCISSOR LIFT 26FT 32IN COMPACT LCS ELEC	$149	$301	$591
405	1145	SCISSOR LIFT 26FT 32IN ELEC EE RATED	$158	$312	$623
405	1150	SCISSOR LIFT 26FT 46IN ELEC	$149	$301	$591
405	1151	SCISSOR LIFT 26FT 46IN BLK ELEC	$149	$301	$591
405	1160	SCISSOR LIFT 26FT 69IN ELEC	$149	$322	$874
405	1170	SCISSOR LIFT 26FT 46IN AVIATION PKG ELEC	$149	$322	$874
405	1172	SCISSOR LIFT 26FT 46IN AV EE EXT CHG EL	$149	$322	$874
405	1200	SCISSOR LIFT 32FT 32IN ELEC	$177	$393	$814
405	1210	SCISSOR LIFT 32FT 46-48IN ELEC	$177	$393	$814
405	1211	SCISSOR LIFT 32FT 46-48IN BLK ELEC	$177	$393	$814
405	1260	SCISSOR LIFT 40FT 47IN ELEC	$225	$563	$1,181
405	1261	SCISSOR LIFT 40FT 47IN BLK ELEC	$225	$563	$1,181
405	1270	SCISSOR LIFT 40FT 69IN ELEC	$269	$601	$1,414
405	1271	SCISSOR LIFT 40FT 69IN WIDE BLK ELEC	$269	$601	$1,414
405	1300	SCISSOR LIFT 45-46FT 55IN ELEC	$269	$601	$1,414
405	1302	SCISSOR LIFT 45FT 55IN LCS ELEC	$293	$665	$1,539
405	1451	SCISSOR LIFT 26FT RT BLK DSL	$242	$558	$1,093
AERIAL - PERSONAL LIFTS					
400	1050	MAST LIFT 7FT PUSH AROUND MANUAL LIFT	$121	$230	$339
400	1070	MAST LIFT 5-7FT PUSH AROUND ELEC LIFT	$98	$193	$321
400	1100	MAST LIFT 13-15FT PORTABLE BATT	$126	$251	$382
AERIAL - ROUGH TERRAIN SCISSOR LIFTS					
405	1201	SCISSOR LIFT 32FT 32IN BLK ELEC	$177	$393	$814
405	1400	SCISSOR LIFT 26FT RT ELEC	$242	$558	$1,093
405	1430	SCISSOR LIFT 26FT RT DF	$242	$558	$1,093
405	1440	SCISSOR LIFT 26FT RT OUTR DF	$242	$558	$1,093
405	1450	SCISSOR LIFT 26FT RT DSL	$242	$558	$1,093

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AERIAL - ROUGH TERRAIN SCISSOR LIFTS					
405	1460	SCISSOR LIFT 26FT RT OUTR DSL	$242	$558	$1,093
405	1485	SCISSOR LIFT 30FT RT 84IN SLEV DECK ELEC	$400	$925	$2,018
405	1500	SCISSOR LIFT 33FT RT 69IN DECK HYB	$293	$642	$1,246
405	1520	SCISSOR LIFT 33FT RT 69IN DECK DF	$284	$642	$1,209
405	1530	SCISSOR LIFT 33FT RT 69IN DECK OUTR DF	$284	$642	$1,209
405	1540	SCISSOR LIFT 33FT RT 69IN DECK DSL	$284	$642	$1,209
405	1550	SCISSOR LIFT 33FT RT 69IN DECK OUTR DSL	$284	$642	$1,209
405	1560	SCISSOR LIFT 33FT RT 84IN DECK DF	$284	$642	$1,209
405	1570	SCISSOR LIFT 33FT RT 84IN DECK OUTR DF	$284	$642	$1,209
405	1580	SCISSOR LIFT 33FT RT 84IN DECK DSL	$284	$642	$1,209
405	1590	SCISSOR LIFT 33FT RT 84IN DECK OUTR DSL	$284	$642	$1,209
405	1600	SCISSOR LIFT 33FT RT 94IN DECK DF	$284	$642	$1,209
405	1610	SCISSOR LIFT 33FT RT 94IN DECK OUTR DF	$284	$642	$1,209
405	1620	SCISSOR LIFT 33FT RT 94IN DECK DSL	$284	$642	$1,209
405	1630	SCISSOR LIFT 33FT RT 94IN DECK OUTR DSL	$284	$642	$1,209
405	1700	SCISSOR LIFT 40FT RT 69IN DECK ELEC	$326	$716	$1,637
405	1710	SCISSOR LIFT 40FT RT 69IN DECK HYB	$326	$716	$1,637
405	1711	SCISSOR LIFT 40FT RT 69IN DECK OUTR BLK	$326	$716	$1,637
405	1730	SCISSOR LIFT 40FT RT 69IN DECK DF	$326	$716	$1,637
405	1740	SCISSOR LIFT 40FT RT 69IN DECK OUTR DF	$326	$716	$1,637
405	1770	SCISSOR LIFT 40-45FT RT 94IN DECK DF	$326	$716	$1,637
405	1780	SCISSOR LIFT 40-45FT RT 94IN DECKOUTR DF	$326	$716	$1,637
405	1781	SCISSOR LIFT 40-45FT RT 94IN OUTR BLK DF	$326	$716	$1,637
405	1790	SCISSOR LIFT 40-45FT RT 94IN DECK DSL	$326	$716	$1,637
405	1800	SCISSOR LIFT 40-45FT RT 94IN DECKOUTRDSL	$326	$716	$1,637
405	1850	SCISSOR LIFT 50-53FT RT OUTRIG DF	$404	$921	$2,176
405	1851	SCISSOR LIFT 50-53FT RT OUTRIG BLK DF	$404	$921	$2,176
405	1860	SCISSOR LIFT 50-53FT RT OUTRIG DSL	$404	$921	$2,176
405	1880	SCISSOR LIFT 60FT RT OUTRIG DSL	$607	$1,406	$3,691
AERIAL - VERTICAL MAST LIFTS					
400	1020	WORK PLATFORM 2-5 FT DRIVABLE BATT	$98	$193	$321
400	1200	MAST LIFT 20FT PUSH AROUND OUTR BATT	$107	$252	$393
400	1210	MAST LIFT 25FT PUSH AROUND OUTR BATT	$128	$330	$511
400	1220	MAST LIFT 30FT PUSH AROUND OUTR BATT	$166	$358	$638
400	1222	MAST LIFT 30FT PUSH AROUND NO OUTR BATT	$166	$358	$638
400	1230	MAST LIFT 36FT PUSH AROUND OUTR BATT	$177	$407	$689
400	1240	MAST LIFT 40FT PUSH AROUND OUTR BATT	$183	$467	$715
400	1270	MAST LIFT 12FT DRIVABLE BATT	$97	$228	$367
400	1280	MAST LIFT 15FT-16FT DRIVABLE BATT	$118	$241	$400
400	1282	MAST LIFT 16FT DRIVABLE BATT ALL ELEC	$172	$376	$750
400	1290	MAST LIFT 20FT DRIVABLE BATT	$126	$246	$442

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Florida

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CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
AERIAL - VERTICAL MAST LIFTS				
400 1291	MAST LIFT 20FT DRIVABLE BLK BATT	$126	$246	$442
400 1293	MAST LIFT 20FT DRIVABLE LCS BATT	$153	$298	$488
400 1295	MAST LIFT 25FT DRIVABLE LCS BATT	$205	$403	$702
400 1300	MAST STYLE BOOM LIFT 20FT BATT	$195	$498	$1,577
400 1310	MAST STYLE BOOM LIFT 26FT BATT	$214	$504	$1,632
400 1320	MAST STYLE BOOM LIFT 32FT BATT	$261	$617	$2,181
405 1053	AIRCRAFT MAINTENANCE STAND PUSH AROUND	$140	$264	$527
AIR COMPRESSORS - AIR MANIFOLDS				
140 3570	MANIFOLD AIR 10 GALLON TANK	$37	$50	$140
140 3580	MANIFOLD AIR 15 GALLON TANK	$51	$120	$336
AIR COMPRESSORS - COOLERS				
140 2110	COMPRESSED AIR AFTERCOOLER FILTER450CFM	$97	$256	$729
140 2150	COMPRESSED AIR AFTERCOOLERFILTER1000CFM	$193	$490	$1,103
AIR COMPRESSORS - DIESEL				
140 1220	COMPRESSOR TOWABLE 100-125 CFM DSL	$107	$242	$562
140 1260	COMPRESSOR TOWABLE 175-195 CFM DSL	$130	$281	$664
140 1280	COMPRESSOR TOWABLE 200-245 CFM DSL	$209	$400	$884
140 1360	COMPRESSOR TOWABLE 375-425CFM DSL	$274	$642	$1,535
140 1362	COMPRESSOR TOWABLE IQ 375-450CFM DSL	$316	$981	$2,511
140 1375	COMPRESSOR TOWABLE 750CFM DSL	$525	$1,446	$2,913
140 1380	COMPRESSOR TOWABLE 825CFM DSL	$525	$1,446	$2,913
140 1400	COMPRESSOR TOWABLE 1600CFM DSL	$1,163	$2,674	$7,358
140 1420	COMPRESSOR TOWABLE INST QUAL 750CFM DSL	$684	$1,721	$4,185
140 1460	COMPRESSOR TOWABLE INST QUAL 915CFM DSL	$753	$1,907	$4,834
140 1480	COMPRESSOR TOWABLE INS QUAL 1600CFM DSL	$1,111	$2,720	$7,358
AIR COMPRESSORS - DRYERS				
140 2230	COMPRESSED AIR DESICCANT DRYER 450CFM	$284	$816	$1,953
140 2270	COMPRESSOR ATTACH DRYER 2501-3000 CFM	$660	$1,717	$4,948
140 2310	AFTERCOOLER DRYER FILTER 500CFM	$312	$916	$2,296
140 2330	AFTERCOOLER DRYER FILTER 1000CFM	$378	$1,136	$2,936
140 2350	AFTERCOOLER DRYER FILTER 1600CFM	$487	$1,439	$3,933
AIR COMPRESSORS - ELECTRIC				
140 1020	COMPRESSOR PORTABLE 4 CFM ELECTRIC	$54	$186	$398
140 1040	COMPRESSOR PORTABLE 7 CFM ELECTRIC	$54	$186	$398
140 1640	COMPRESSOR ROTARY 130CFM ELEC	$214	$586	$1,581
140 1645	COMPRESSOR ROTARY 240CFM ELEC	$218	$593	$1,674
140 1655	COMPRESSOR ROTARY 365CFM ELEC	$316	$912	$2,289

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
AIR COMPRESSORS - ELECTRIC					
140	1660	COMPRESSOR ROTARY 365CFM 125PSI ELEC	$316	$912	$2,289
140	1670	COMPRESSOR ROTARY 500CFM 125PSI ELEC	$363	$1,049	$2,575
140	1675	COMPRESSOR ROTARY 750CFM ELEC	$459	$1,256	$3,321
140	1680	COMPRESSOR ROTARY 750CFM 125PSI ELEC	$459	$1,256	$3,321
140	1685	COMPRESSOR ROTARY 900CFM ELEC	$531	$1,395	$4,185
140	1690	COMPRESSOR ROTARY 1000CFM 125PSI ELEC	$531	$1,395	$4,185
140	1695	COMPRESSOR ROTARY 1500CFM ELEC	$674	$1,786	$5,115
140	1700	COMPRESSOR ROTARY 1500CFM 125PSI ELEC	$698	$1,953	$5,580
140	1705	COMPRESSOR ROTARY 1500CFM 2300V ELEC	$698	$1,953	$5,580
AIR COMPRESSORS - MIST ELIMINATORS					
140	2420	COMPRESSOR ATTACH MIST ELMIN1500-2000CFM	$172	$426	$1,139
AIR COMPRESSORS - RECIPROCATING					
140	1610	COMPRESSOR RECIPROCATING 5HP ELEC	$60	$172	$488
AIR COMPRESSORS - SMALL PORTABLE					
140	1060	COMPRESSOR PORTABLE 8 CFM GAS	$54	$186	$398
140	1100	COMPRESSOR PORTABLE 14 CFM GAS	$58	$206	$434
140	1105	COMPRESSOR PORTABLE 17 CFM GAS	$58	$206	$434
AIR COMPRESSORS - WATER SEPARATORS					
140	2010	COMPRESSOR ATTACH WATER SEPARATOR	$77	$178	$524
CLIMATE CONTROL					
925	3310	HEPA AIR SCRUBBER 500CFM	$61	$233	$595
925	3312	HEPA AIR SCRUBBER 750CFM	$74	$298	$674
925	3314	HEPA AIR SCRUBBER 1200 TO 1400CFM	$88	$332	$747
925	3316	HEPA AIR SCRUBBER 2000CFM	$105	$382	$1,099
925	3318	HEPA AIR SCRUBBER 2400CFM	$105	$382	$1,099
925	3352	DEHUMIDIFIER LGR 60-80 PPD ELEC	$44	$166	$386
925	3354	DEHUMIDIFIER LGR 130-160 PPD ELEC	$67	$291	$581
925	3446	LPG/NG HEATER HOSE 3/4X50	$9	$26	$74
925	3456	LPG/NG HEATER HOSE 1X50	$13	$33	$93
925	3523	PROPANE RADIANT HEATER TANK TOP	$10	$16	$33
925	4030	HEATER DUCT BLK 12X25 6P 300DEG	$26	$53	$105
925	4050	HEATER DUCT BLK 16X25 6P 300DEG	$26	$53	$105
925	4060	HEATER DUCT BLK 20X25 6P 300DEG	$26	$53	$105
925	4120	HVAC DUCTING BLK 12X8 4P	$7	$18	$51
925	4125	HVAC DUCTING BLK 12X15 6P	$10	$24	$59
925	4130	HVAC DUCTING BLK 12X25 6P	$13	$30	$73
925	4145	HVAC DUCTING BLK 16X15 6P	$15	$39	$98

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL					
925	4150	HVAC DUCTING BLK 16X25 6P	$15	$39	$98
925	4155	HVAC DUCTING BLK 20X15 6P	$15	$39	$98
925	4160	HVAC DUCTING BLK 20X25 6P	$20	$59	$176
925	4160	HVAC DUCTING BLK 20X25 6P	$20	$59	$176
925	4170	HVAC DUCTING BLK 24X25 6P	$20	$59	$176
925	4230	HI HEAT DUCT BLK 12X25 6P 400/500 DEG	$14	$33	$74
925	4250	HI HEAT DUCT BLK 16X25 6P 400/500 DEG	$44	$88	$176
925	4260	HI HEAT DUCT BLK 20X25 6P 400/500 DEG	$40	$111	$277
925	4294	DUCT SLEEVE INSULATED YLW 12X25	$23	$67	$195
925	4300	HVAC DUCTING YLW 8X15 6P	$10	$24	$59
925	4305	HVAC DUCTING YLW 8X25 6P	$10	$24	$59
925	4330	HVAC DUCTING YLW 12X25 6P	$13	$30	$73
925	4340	HVAC DUCTING YLW 14X25 6P	$15	$44	$132
925	4350	HVAC DUCTING YLW 16X25 6P	$15	$44	$132
925	4360	HVAC DUCTING YLW 20X25 6P	$20	$63	$191
925	4365	HVAC DUCTING YLW 24X25 6P	$20	$63	$191
925	4398	HVAC DUCTING WHT 8X8	$10	$24	$59
925	4400	HVAC DUCTING WHT 8X15 6P	$10	$24	$59
925	4405	HVAC DUCTING WHT 8X25 6P	$10	$24	$59
925	4412	HVAC DUCTING WHT 10X25	$10	$24	$59
925	4416	HVAC DUCTING WHT 12X8 4P	$10	$24	$59
925	4420	HVAC DUCTING WHT 12X10 6P	$10	$24	$59
925	4421	HVAC DUCTING WHT 12X10 SOLID	$10	$24	$59
925	4430	HVAC DUCTING WHT 12X25 6P	$13	$30	$73
925	4432	HVAC DUCTING WHT/WHT 12X25 4P	$13	$30	$73
925	4440	HVAC DUCTING WHT 14X25 6P	$15	$44	$132
925	4443	HVAC DUCTING WHT 16X8 6P	$15	$44	$132
925	4445	HVAC DUCTING WHT 16X15 6P	$15	$44	$132
925	4450	HVAC DUCTING WHT 16X25 6P	$15	$44	$132
925	4453	HVAC DUCTING WHT 18X25 6P	$15	$44	$132
925	4454	HVAC DUCTING WHT 20X10 7P	$15	$44	$132
925	4455	HVAC DUCTING WHT 20X15 6P	$15	$44	$132
925	4456	HVAC DUCTING WHT 20X15 3P	$15	$44	$132
925	4457	HVAC DUCTING WHT 20X25 7P	$15	$44	$132
925	4459	HVAC DUCTING WHT/ORN 20X25 4P	$15	$44	$132
925	4460	HVAC DUCTING WHT 20X25 6P	$20	$63	$191
925	4461	HVAC INSULATED DUCTING WHT 20X25 6P	$20	$63	$191
925	4462	HVAC DUCTING WHT/WHT 20X25 4P	$20	$63	$191
925	4465	HVAC DUCTING BLUE 20X25 3P	$20	$63	$191
925	4498	AIRLINE COUPLER 8IN	$6	$16	$47
925	4552	HVAC DUCT WYE ADAPTER 20	$20	$33	$58
925	4632	HVAC DUCT REDUCER 12X8	$2	$5	$14

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL					
925	4663	HVAC DUCT WYE ADAPTER 20"X12"X12	$20	$33	$58
925	4710	REMOTE HEATER THERMOSTAT W/CORD	$5	$13	$37
925	4990	CEILING TILE 24X24 F/8 DUCT	$5	$5	$7
925	5100	CEILING TILE ONLY 24X24 USED FOR 12IN DU	$5	$5	$7
925	5105	CEILING TILE KIT 24X24 WITH 12IN DUCT	$5	$5	$7
925	5106	CEILING TILE KIT 24X24 W/12 DUCT BLK	$5	$5	$7
925	5110	CEILING TILE 24X24 USED FOR 16IN DUCT	$5	$5	$7
CLIMATE CONTROL - AIR CONDITIONERS					
718	1156	5 TON PORT AIR COND WATCOOL 1PH 208/230V	$241	$638	$1,446
718	1300	12 TON AIR CONDITIONER NARW 3PH 208/230V	$424	$1,068	$2,688
718	1500	20 TON INDUSTRIAL AIR CONDITIONER	$574	$1,269	$3,348
718	1505	20 TON INDUSTRIAL AIR CONDITIONER NEMA7	$686	$1,511	$3,994
718	1520	20 TON VERT AIR CONDITION 72KW HEAT	$424	$1,049	$2,575
718	1700	30 TON VERT AIR CONDITIONER	$483	$1,246	$3,246
718	1710	30 TON AIR CONDITION SKID 56KW HEAT 460V	$483	$1,246	$3,246
718	1800	40 TON INDUSTRIAL AIR CONDITIONER	$632	$1,697	$4,729
718	1805	40 TON INDUSTRIAL AIR CONDITIONER NEMA7	$632	$1,697	$4,729
718	2300	80 TON INDUSTRIAL AIR CONDITIONER	$1,553	$3,329	$8,045
718	2305	80 TON INDUSTRIAL AIR CONDITIONER NEMA7	$1,679	$3,450	$9,291
CLIMATE CONTROL - AIR CONDITIONERS WITH HEAT					
718	1101	1 TON PORT AIR CONDITIONER IT CUBE 115V	$112	$265	$698
718	1148	5 TON AIR COND INDOOR W/HEAT 3PH 460V	$241	$638	$1,446
718	1157	5 TON PORT AIR COND WATCOOL 3PH 208/230V	$241	$638	$1,446
718	1158	5 TON PORT AIR COND WATERCOOLED 3PH 460V	$241	$638	$1,446
718	1162	5 TON PORT AIR COND W/HEAT 1PH 208/230V	$241	$638	$1,446
718	1165	5 TON PORT AIR COND W/HEAT 3PH 460V	$241	$638	$1,446
718	1170	5 TON AIR CONDITION SKID 20KW HEAT	$241	$638	$1,446
718	1210	10 TON AIR CONDITION SKID 36KW HEAT	$382	$884	$2,409
718	1301	12 TON PORT AIR CONDITIONER 3PH 460V	$424	$1,068	$2,688
718	1302	12 TON PORT AIR COND W/HEAT 3PH 208/230V	$424	$1,068	$2,688
718	1305	12 TON PORT AIR COND W/HEAT 3PH 230V	$424	$1,068	$2,688
718	1310	12 TON PORT AIR COND W/HEAT 3PH 460V	$424	$1,068	$2,688
718	1610	25 TON AIR CONDITION SKID 72KW HEAT	$483	$1,246	$3,246
718	1611	25 TON AIR CONDITION SKID 72KW 575V	$483	$1,246	$3,246
718	1830	40 TON HYBRID AIR COND 120KW HEAT	$632	$1,697	$4,729
718	2230	70 TON HYBRID AIR COND 136KW HEAT	$1,525	$3,218	$7,770
CLIMATE CONTROL - AIR CURTAINS					
700	1800	AIR CURTAIN	$605	$1,395	$3,863

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL - AIR MOVERS					
700	1220	BLOWER HAZ LOC 8IN VANO 115V	$58	$149	$367
700	1230	BLOWER HAZ LOC 12IN VANO 115V	$83	$205	$558
710	1220	AIRMOVER 3 DIAMETER AIR	$11	$29	$84
710	1240	AIRMOVER 6 DIAMETER AIR	$11	$29	$84
710	1260	AIRMOVER 8 DIAMETER AIR	$14	$34	$94
710	1280	AIRMOVER 10 DIAMETER AIR	$19	$47	$132
710	1300	AIRMOVER 12 DIAMETER AIR	$35	$80	$195
710	1320	AIRMOVER 24 DIAMETER JET FAN AIR	$86	$176	$512
710	1340	AIRMOVER 20 DIAMETER RF TYPE AIR	$65	$135	$400
710	1360	AIRMOVER 20 DIAMETER CF TYPE AIR	$65	$135	$400
CLIMATE CONTROL - CHILLERS					
718	1750	30 TON AIR COOLED CHILLER W PUMP	$540	$1,566	$4,306
718	1950	50 TON CHILLED WATER AIR HANDLER	$363	$912	$2,571
718	1960	75 TON CHILLED WATER AIR HANDLER	$363	$912	$2,571
718	2050	60 TON AIR COOLED CHILLER W PUMP	$638	$1,567	$4,599
718	2550	100 TON VERT CHILLED WATER HANDLER	$395	$971	$2,897
718	2560	100 TON AIR COOLED CHILLER W PUMP	$1,186	$3,209	$7,952
718	2650	120 TON CHILLED WATER AIR HANDLER	$395	$971	$2,897
718	2660	140 TON VERT CHILLED WATER AIR HANDLER	$763	$1,981	$4,050
718	3060	200 TON AIR COOLED CHILLER W PUMP	$2,000	$5,845	$11,955
718	3065	230 TON AIR COOLED CHILLER W PUMP	$2,134	$6,384	$15,075
CLIMATE CONTROL - DEHUMIDIFIERS					
719	1005	1200 CFM DESICCANT DEHUMIDIFIER 1PH 240V	$176	$512	$1,495
719	1010	2000/1000 CFM DESICCANT DEHUMID 3PH 460V	$418	$1,038	$2,491
719	1020	5000 CFM DESICCANT DEHUMID 3PH460V	$856	$1,855	$5,454
719	1030	7500/5500CFM DESICCANT DEHU 3PH460VTRIFU	$856	$1,855	$5,454
719	1040	15000 CFM DESICCANT DEHU 3PH460V TRIFUEL	$1,562	$4,185	$11,765
719	2060	DEHUMIDIFIER DESICCANT 400 CFM	$156	$362	$843
719	2080	DEHUMIDIFIER DESICCANT 800-900 CFM	$233	$733	$1,953
CLIMATE CONTROL - DIRECT FIRED					
715	0042	15KW ELECT HEATER 240V 1PH SALAMANDER	$63	$168	$390
715	0408	50K-60K BTU RADIANT HEATER DSL/KERO	$47	$137	$282
715	0415	80K BTU DIRECT FORCED AIR HEATER LPG	$47	$137	$282
715	0419	115K BTU DIRECT FORCED HEATER TENT LP/NG	$60	$183	$483
715	0420	150K BTU DIRECT FORCED AIR HEAT DSL/KERO	$58	$164	$322
715	0430	150K BTU DIRECT FORCED AIR HEATER LP	$58	$164	$322
715	0435	110-150K BTU RADIANT HEATER DSL/KERO	$91	$259	$502
715	0440	170K BTU DIRECT FORCED AIR HEATER LP	$73	$205	$363
715	0445	170K BTU DIRECT FORCED AIR HEAT DSL/KERO	$73	$205	$363

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL - DIRECT FIRED					
715	0450	200K BTU DIRECT FORCED AIR HEAT DSL/KERO	$83	$229	$400
715	0460	400K BTU DIRECT FORCED AIR HEATER LPG	$116	$312	$550
715	0462	400K BTU DIRECT FORCED AIR HEATER LPG/NG	$116	$312	$550
715	0470	400K BTU DIRECT FORCED AIR HEAT DSL/KERO	$116	$312	$550
715	0480	650K BTU DIRECT FORCED AIR HEAT DSL/KERO	$140	$319	$724
715	0485	650K BTU DIRECT FORCED AIR HEAT LP/NG	$140	$319	$724
715	0487	1M BTU DIRECT FORCED AIR HEAT LP/NG	$191	$474	$1,032
715	0490	1.6M BTU DIRECT FORCED AIR HEAT LP/NG	$205	$572	$1,302
715	0550	1.5M BTU DIRECT FORCED AIR HEATER LPG/NG	$205	$572	$1,302
CLIMATE CONTROL - ELECTRIC					
715	0005	1.5KW STANDUP INFRARED ELECT HEATER 120V	$28	$93	$220
715	0010	1.6KW ELECT HEATER 110V	$19	$73	$145
715	0020	5-20KW VAR ELECT HEATER 1 - 4 PLUG 110V	$47	$146	$282
715	0025	6KW ELECT HEATER 240V 1PH	$47	$146	$282
715	0030	6-10KW VAR ELECT HEATER 240V 1PH	$54	$150	$305
715	0038	15KW ELECT HEATER 208V 3PH SALAMANDER	$63	$168	$390
715	0040	15KW ELECT HEATER 240V 3PH SALAMANDER	$63	$168	$390
715	0045	15KW ELECT HEATER 480V 3PH SALAMANDER	$63	$168	$390
715	0046	18KW ELECT HEATER 208V 1PH/240V 3PH	$97	$242	$530
715	0050	13-20KW VAR ELECT HEATER 240V 3PH	$74	$219	$471
715	0060	30KW ELECT HEATER 480V 3PH	$107	$265	$605
715	0065	40KW ELECT HEATER 480V 3PH	$140	$374	$967
715	0070	60KW ELECT HEATER 480V 3PH	$145	$501	$1,098
715	0100	200K BTU HYDRONIC HEAT EXCHANGER ELEC	$64	$188	$541
715	0140	3.8M BTU STAINLESS STEEL HEAT EXCHANGER	$353	$995	$2,539
715	0205	80K BTU HEATER 1400 CFM WALL MOUNTED	$47	$123	$269
715	0220	60KW ELECT INLINE HEATER 220V/460V 3PH	$233	$600	$1,465
715	0240	150KW IND ELECT HEATER 480V 3PH 5IN SP	$902	$1,860	$4,487
CLIMATE CONTROL - FANS & BLOWERS					
700	1040	FAN FLOOR 36-48IN ELEC	$60	$167	$339
700	1045	FAN FLOOR 72IN 22000 CFM 120V ELEC	$172	$488	$1,372
700	1180	FAN FLOOR HIGH CFM 24IN ELEC	$74	$172	$349
700	1240	FAN FLOOR 16-24IN HAZ LOC ELEC	$93	$167	$442
700	1280	FAN MISTING OSCIL PORTABLE 100GAL ELEC	$97	$257	$632
700	1290	FAN MISTING OSCIL PORTABLE 19-40GAL ELEC	$73	$198	$472
700	1320	VACUUM INSULATION REMOVAL GAS	$285	$1,041	$2,279
700	1420	BLOWER MANHOLE 8IN ELEC	$44	$161	$347
700	1630	EVAP COOLER CENTRIFUGAL 3600 CFM ELEC	$33	$86	$257
700	1632	EVAP COOLER CENTRIFUGAL OSCIL 9000 CFM	$167	$479	$953
700	1634	EVAP COOLER CENTRIFUGAL DUCT 12500 CFM	$177	$521	$1,149

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL - FANS & BLOWERS					
700	1635	EVAP COOLER 24IN 8500 CFM ELEC	$73	$177	$514
700	1640	EVAP COOLER 36IN 12500 CFM ELEC	$73	$177	$514
700	1642	EVAP COOLER 36IN 12500 CFM HAZ LOC ELEC	$140	$360	$1,023
700	1645	EVAP COOLER 48IN 22500 CFM ELEC	$77	$184	$535
700	2010	DUST SUPPRESSION MISTER 50FT THROW ELEC	$419	$1,209	$2,325
700	2050	DUST SUPPRESSION MISTER 230FT THROW ELEC	$432	$1,302	$3,069
700	2100	CONTAINMENT CART W HEPA SCRUBBER	$316	$800	$1,717
925	3109	PEDESTAL FAN 30"	$35	$121	$265
925	3123	ROUND FLOOR FAN 36	$47	$131	$330
925	3126	ROUND FLOOR FAN 42	$47	$131	$330
925	3129	ROUND FLOOR FAN 48	$47	$131	$330
CLIMATE CONTROL - FLAMELESS					
715	1210	500K BTU 3500 CFM FLAMELESS HEATER DSL	$1,319	$2,905	$6,640
715	1220	750K BTU 5500 CFM FLAMELESS HEATER DSL	$1,495	$3,155	$7,324
715	1240	1M BTU 12IN SP FLAMELESS HEATER DSL T4F	$2,319	$5,097	$10,742
CLIMATE CONTROL - HYDRONIC SURFACE					
715	1010	100-200K BTU HYDRONIC SURFACE HEATER DSL	$1,349	$2,906	$5,859
715	1020	200-400K BTU HYDRONIC SURFACE HEATER DSL	$1,409	$3,023	$6,250
715	1030	500-630K BTU HYDRONIC SURFACE HEATER DSL	$1,483	$3,395	$7,533
715	1045	860K BTU HYDRONIC AIR HEATER DSL	$1,535	$3,780	$8,091
715	1082	1.8 BTU HYDRONIC HEAT MODULE NG TRAILER	$2,139	$5,552	$13,392
CLIMATE CONTROL - INDIRECT FIRED					
715	0600	70K BTU INDIR FORCED AIR HEAT DSL/KERO	$23	$64	$171
715	0605	120K BTU INDIR FORCED AIR HEAT DSL/KERO	$28	$74	$182
715	0610	200K BTU INDIR FORCED AIR HEAT DSL/KERO	$130	$367	$684
715	0615	200K BTU INDIR FORCED AIR HEATER NG	$130	$367	$684
715	0620	4-500K BTU INDIR FORCED AIR HEAT DSL/KER	$173	$456	$990
715	0622	400K BTU INDIR FORCED AIR HEAT 118G DSL	$191	$478	$1,187
715	0625	400K BTU INDIR TRAILER MOUNTED HEATR DSL	$586	$1,628	$4,190
715	0630	4-500K BTU INDR FORCED AIR HEATER LPG/NG	$173	$456	$990
715	0631	600K BTU INDIR FORCED AIR HEAT DSL/KERO	$279	$558	$1,395
715	0632	600K BTU INDIR FORCED AIR HEATER LPG/NG	$279	$558	$1,395
715	0635	700K BTU INDIR FORCED AIR HEATER LP/NG	$372	$767	$1,933
715	0640	750K BTU INDIR FORCED AIR HEATER LPG/NG	$372	$767	$1,933
715	0645	750K BTU INDIR FORCED AIR HEAT DSL/KERO	$372	$767	$1,933
715	0660	1M BTU INDIR FORCED AIR HEATER LP/NG	$486	$1,185	$2,930
715	0685	1.5M BTU INDIR FORCED AIR HEATER DSL	$486	$1,185	$2,930
715	0695	2M BTU INDIR FORCED AIR HEATER LP/NG	$972	$2,279	$5,673

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CLIMATE CONTROL - OZONE GENERATORS					
700	1720	OZONE GENERATOR	$44	$161	$347
700	1723	HYDROXYL GENERATOR SMALL AREA	$50	$144	$377
700	1725	HYDROXYL GENERATOR LARGE AREA	$135	$409	$772
700	1740	UV-C LED LIGHT INDOOR USE ONLY 115V	$98	$279	$279
700	1742	ROLLING STAND FOR UV-C LED LIGHT	$9	$28	$60
CLIMATE CONTROL - PORTABLE AIR CONDITIONERS					
718	1100	1 TON PORT AIR CONDITIONER 120V	$112	$265	$698
718	1102	1 TON PORT AIR CONDITIONER W/HEAT 120 V	$112	$265	$698
718	1104	1.2 TON PORT AIR COND W HEAT 5-20P PLUG	$126	$339	$775
718	1105	1 TON PORT AIR COND HEPA UV 5-20P PLUG	$126	$339	$775
718	1107	1 TON SPLIT SYSTEM AIR CONDITIONER 120V	$126	$339	$775
718	1110	1 TON PORT AIR COND HEPA UV WATER 120V	$126	$339	$775
718	1112	1.4 TON PORT AIR CONDITIONER 5-20P PLUG	$126	$339	$775
718	1115	1.5 TON PORT AIR COND WATERCOOLED 120 V	$126	$339	$775
718	1130	2-3 TON PORT AIR CONDITION 1PH 208/230V	$191	$456	$1,042
718	1145	5 TON AIR COND INDOOR 1PH 208/230V	$241	$638	$1,446
718	1146	5 TON AIR COND INDOOR W/HEAT 1PH 208/230	$241	$638	$1,446
718	1147	5 TON AIR COND INDOOR W/HEAT 3PH 208/230	$241	$638	$1,446
718	1155	5 TON AIR CONDITIONER INDOOR 3PH 460V	$241	$638	$1,446
718	1160	5 TON PORT AIR COND W/HEAT 3PH 208/230V	$241	$638	$1,446
CLIMATE CONTROL - SELF-CONTAINED					
715	0810	800K BTU SELF CONTAINED HEATER DSL	$1,349	$2,967	$6,315
715	0813	1.0M BTU SELF CONTAIN HEATER DSL 3.1" SP	$1,390	$3,023	$7,324
715	0815	1.0M BTU SELF CONTAIN HEATER DSL 7.5" SP	$1,390	$3,023	$7,324
715	0820	1.2M BTU SELF CONTAINED HEATER DSL	$1,418	$3,060	$7,998
COMPACTION AND PAVING - DOUBLE DRUM					
150	2820	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	$188	$531	$1,303
150	2840	ROLLER RIDE-ON SMOOTH 47IN DBL 2 TON DSL	$270	$659	$1,711
150	2860	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	$270	$659	$1,711
150	2880	ROLLER RIDE-ON SMOOTH 66IN DBL 7 TON DSL	$646	$1,944	$3,906
150	2920	ROLLER RIDE-ON SMOOTH 66IN DBL 11TON DSL	$744	$2,088	$4,394
COMPACTION AND PAVING - HOT ASPHALT TRANSPORTS					
150	4020	TRAILER ASPHALT 4 TON	$381	$1,516	$3,036
150	4120	ASPHALT CRACK FILLER W/B LP	$135	$293	$625
150	5000	TRAILER CRACK SEALER 250 GAL	$465	$1,113	$3,469
COMPACTION AND PAVING - MILLING MACHINES					
150	4010	ROAD MILLING COLD 80IN WIDE	$2,325	$9,300	$26,040

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CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
COMPACTION AND PAVING - MILLING MACHINES				
COMPACTION AND PAVING - PADFOOT ROLLER ATTACHMENTS				
150 2950	ROLLER ATTACHMENT PADFOOT 5 TON	$60	$181	$448
150 2960	ROLLER ATTACHMENT PADFOOT 8 TON	$126	$342	$664
150 2970	ROLLER ATTACHMENT PADFOOT 11 TON	$149	$374	$830
COMPACTION AND PAVING - PLATE COMPACTORS				
150 1250	PLATE COMPACTOR 21IN PAVER ROLLER GAS	$146	$558	$1,004
150 1260	PLATE COMPACTOR 23IN UP TO 299LB GAS	$78	$242	$424
150 1420	PLATE COMPACTOR 14IN 100LB TO 199LB REVE	$80	$251	$533
150 1440	PLATE COMPACTOR 200LB TO 299LB REVERSBLE	$90	$312	$637
150 1460	PLATE COMPACTOR 20IN 300LB TO 399LB REVE	$90	$312	$637
150 1480	PLATE COMPACTOR 400LB TO 499LB REVERSBLE	$142	$459	$869
150 1520	PLATE COMPACTOR 600LB TO 699LB REVERSBLE	$153	$512	$1,014
150 1540	PLATE COMPACTOR 24IN 700LB TO 799LB REVE	$153	$512	$1,014
150 1560	PLATE COMPACTOR 900LB TO 999LB REVERSBLE	$252	$842	$1,683
150 1580	PLATE COMPACTOR 28IN 1000 TO 1100LB REVE	$252	$842	$1,683
150 1600	PLATE COMPACTOR 1100LB-1199LB REVERSBLE	$316	$1,151	$2,482
COMPACTION AND PAVING - PLATE TAMPERS				
150 1720	TAMPER 30LB 6IN AIR	$54	$177	$363
COMPACTION AND PAVING - RAMMERS				
150 1060	RAMMER JUMPING JACK 6IN 1LB - 99LB GAS	$74	$211	$381
150 1070	RAMMER JUMPING JACK 11IN 100LB-150LB GAS	$74	$211	$381
150 1080	RAMMER JUMPING JACK 11IN 151LB-199LB GAS	$75	$214	$386
150 1120	RAMMER JUMPING JACK 100LB - 199LB BATT	$97	$326	$676
COMPACTION AND PAVING - SINGLE DRUM				
150 2560	ROLLER RIDE-ON PADFT 54IN SNG 5 TON	$521	$1,325	$3,074
150 2580	ROLLER RIDE-ON PADFT 66IN SNG 8 TON	$651	$1,651	$3,627
150 2600	ROLLER RIDE-ON PADFT 84IN SNG 11 TON	$777	$1,975	$4,639
150 2620	ROLLER RIDE-ON PADFT 84IN SNG 14 TON	$791	$2,125	$4,976
150 2720	ROLLER RIDE-ON SMOOTH 42IN SNG 2 TON	$321	$923	$2,253
150 2730	ROLLER RIDE-ON SMOOTH 54IN SNG 5 TON	$465	$1,153	$2,511
150 2760	ROLLER RIDE-ON SMOOTH 66IN SNG 8 TON	$553	$1,390	$2,971
150 2770	ROLLER RIDE-ON SMOOTH 84IN SNG 11 TON	$632	$1,660	$3,808
COMPACTION AND PAVING - TAMPER ATTACHMENTS				
150 3240	PLATE ATT 12IN 1-7MT MINI EX 3000LB	$130	$463	$977
150 3260	PLATE ATT 24IN BH & 8MT MINI EX 6500LB	$153	$579	$1,231
150 3300	PLATE ATT 27IN 10-18MT EXCAVATOR 11000LB	$246	$916	$2,053

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COMPACTION AND PAVING - TAMPER ATTACHMENTS					
150	3320	PLATE ATT 34IN 19-24MT EXCAVATOR 21000LB	$288	$1,059	$2,451
COMPACTION AND PAVING - TRENCH ROLLERS					
150	2220	ROLLER TRENCH VIBRA DBL DRUM 22IN DSL	$367	$870	$1,795
150	2260	ROLLER TRENCH VIBRA DBL DRUM 32IN DSL	$367	$870	$1,795
COMPACTION AND PAVING - WALK-BEHIND ROLLERS					
150	2020	ROLLER WALKBEHIND DOUBLE DRUM 25IN GAS	$166	$440	$805
150	2040	ROLLER WALKBEHIND SINGLE DRUM 28IN GAS	$166	$440	$805
CONCRETE AND MASONRY - BUGGIES					
100	1807	POWER WAGON W/SIDES 13 CU FT BATTERY	$106	$313	$632
100	1850	CONCRETE W/B PUSH BUGGY 6 CU FT	$24	$86	$180
100	1864	CONCRETE WHEEL BUGGY 11-12 CU FT BATT	$153	$400	$963
100	1865	CONCRETE WHEEL BUGGY 16 CU FT. LPG	$177	$595	$1,274
100	1870	CONCRETE WHEEL BUGGY 16 CU FT GAS	$153	$474	$879
100	1885	CONCRETE TRACK BUGGY 12 CU FT GAS	$177	$609	$1,274
100	1890	CONCRETE TRACK BUGGY 16 CU FT GAS	$177	$609	$1,274
100	1895	CONCRETE TRACK BUGGY 16CU FT SWIVEL GAS	$209	$814	$1,651
100	4239	GRINDER CONCRETE FLOOR 16IN 240V 1PH	$181	$707	$1,628
CONCRETE AND MASONRY - CHAIN SAWS					
115	2890	CHAIN SAW CONCRETE 12-16IN GAS	$116	$405	$897
CONCRETE AND MASONRY - CONCRETE BUCKETS					
100	1910	CONCRETE BUCKET 3/4 YD	$44	$111	$290
100	1920	CONCRETE BUCKET 1 YD	$44	$111	$290
100	1930	CONCRETE BUCKET 1-1/2 YD	$63	$153	$414
100	1940	CONCRETE BUCKET 2 YD	$73	$189	$430
CONCRETE AND MASONRY - CONCRETE MIX & HAUL TRAILERS					
610	1600	TRAILER MIXING 27 CF 7000 LB	$130	$480	$1,014
610	1620	TRAILER MIXING 50 CF 10000 LB	$140	$502	$1,087
CONCRETE AND MASONRY - CONCRETE MIXERS					
100	1620	CONCRETE MIXER 3-5CU. FT. PORTABLE ELEC	$58	$206	$434
100	1690	CONCRETE MIXER 9 CU. FT. TOWABLE GAS	$91	$321	$679
100	1710	CONCRETE MIXER 12 CU. FT. TOWABLE GAS	$98	$353	$739
CONCRETE AND MASONRY - CORE DRILLS					
100	1420	CORE DRILL UP TO 3IN HAND HELD ELEC	$91	$326	$626
100	1440	CORE DRILL UPTO 6IN HAND HELD/STAND ELEC	$97	$339	$670
100	1441	CORE DRILL UPTO 6IN HAND HELD/BATTERY	$97	$339	$670

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CONCRETE AND MASONRY - CORE DRILLS					
100	1470	CORE DRILL UP T0 12IN STAND ELEC	$111	$381	$814
CONCRETE AND MASONRY - CURB MOLDING MACHINES					
100	3410	CURB MOLDING MACHINE GAS	$377	$1,051	$2,330
CONCRETE AND MASONRY - DEMOLITION ROBOT					
230	1100	DEMOLITION ROBOT DXR300 4300LB 17FT ELEC	$1,163	$3,348	$8,091
CONCRETE AND MASONRY - DEMOLITION ROBOT ATTACHMENTS					
230	1210	BREAKER DEMOLITION ROBOT 440LB DXR300	$204	$510	$1,497
CONCRETE AND MASONRY - HANDHELD CUTOFF SAWS					
100	2700	CONCRETE CUTOFF SAW 12IN DUSTLES HH ELEC	$58	$206	$434
100	2705	CONCRETE CUTOFF SAW 12IN HAND HELD BATT	$88	$287	$666
100	2710	CONCRETE CUTOFF SAW 14IN HAND HELD ELEC	$58	$206	$434
100	2720	CONCRETE CUTOFF SAW 12IN HAND HELD GAS	$73	$251	$542
100	2730	CONCRETE CUTOFF SAW 14IN HAND HELD GAS	$73	$251	$542
100	2740	CONCRETE CUTOFF SAW 16IN HAND HELD GAS	$83	$279	$609
100	2780	CONCRETE CUTNBRK SAW 16IN HAND HELD GAS	$73	$257	$542
CONCRETE AND MASONRY - MORTAR MIXERS					
100	1720	MORTAR MIXER 4 CU. FT. PORTABLE ELEC	$63	$222	$471
100	1740	MORTAR MIXER 6 CU. FT. TOWABLE GAS	$91	$321	$679
100	1750	MORTAR MIXER 7 CU. FT. TOWABLE GAS	$91	$321	$679
100	1760	MORTAR MIXER 8 CU. FT. TOWABLE GAS	$91	$321	$679
100	1770	MORTAR MIXER 9 CU. FT. TOWABLE GAS	$91	$321	$679
100	1780	MORTAR MIXER 12 CU. FT. TOWABLE GAS	$101	$344	$725
CONCRETE AND MASONRY - REBAR CUTTERS					
100	1950	CUTTER REBAR UP TO 1 IN	$63	$222	$471
CONCRETE AND MASONRY - ROTARY & HAMMER DRILLS					
100	1050	ROTARY HAMMER 1/4-1 IN SDS BATTERY	$47	$171	$363
100	1090	ROTARY HAMMER 3/16-3/4IN SDS PLUS ELEC	$47	$171	$363
100	1110	ROTARY HAMMER SDS MAX COMBO 1-9/16IN BAT	$47	$171	$363
100	1140	ROTARY HAMMER SDS MAX COMBO 1/2-6IN ELEC	$58	$205	$434
100	1150	ROTARY HAMMER SDS MAX COMBO 1/2-3IN ELEC	$58	$205	$434
100	1862	CONCRETE WHEEL BUGGY 8-10 CU FT BATT	$97	$280	$628
CONCRETE AND MASONRY - SCANNERS					
100	1410	CONCRETE SCANNER IMAGE DETECTION SYSTEM	$530	$1,560	$4,464
CONCRETE AND MASONRY - SCREEDS					

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CONCRETE AND MASONRY - SCREEDS					
100	2500	CONCRETE SCREED PORTABLE 10-16FT GAS	$77	$274	$572
CONCRETE AND MASONRY - TILE SAWS					
100	3070	CONCRETE BRICK SAW 14IN ELEC	$86	$308	$652
100	3080	CONCRETE BRICK SAW 14IN GAS	$86	$308	$652
100	3220	TILE AND STONE COMBICUT SAW 10IN ELEC	$63	$222	$471
100	3230	TILE SAW UP TO 10IN ELEC	$63	$222	$471
CONCRETE AND MASONRY - TROWELS					
100	2595	CONCRETE TROWEL MACHINE 24IN W/B GAS	$83	$292	$605
100	2600	CONCRETE TROWEL MACHINE 36IN W/B GAS	$83	$292	$605
100	2610	CONCRETE TROWEL MACHINE 46IN W/B GAS	$91	$321	$651
100	2620	CONCRETE TROWEL MACHINE 48IN W/B GAS	$91	$321	$651
100	2650	CONCRETE TROWEL 72-96 POWER RIDE-ON GAS	$241	$828	$1,811
CONCRETE AND MASONRY - VIBRATORS					
100	2110	CONCRETE VIBRATOR 1HP ELEC	$60	$219	$465
100	2120	CONCRETE VIBRATOR 2HP ELEC	$60	$219	$465
100	2130	CONCRETE VIBRATOR 3HP ELEC	$60	$219	$465
100	2230	HIGH FREQ INTERNAL CONCRETE VIBRATOR	$83	$292	$616
100	2360	CONCRETE VIBRATOR BACKPACK GAS	$67	$240	$508
100	2775	CONCRETE CUTNBRK SAW 14IN HAND HELD ELEC	$60	$214	$471
CONCRETE AND MASONRY - WALK-BEHIND SAWS					
100	2810	CONCRETE PUSH 20IN W/B SAW 10-19 HP GAS	$83	$292	$614
100	2820	CONCRETE SP 20IN W/B SAW 10-19 HP GAS	$121	$414	$874
100	2840	CONCRETE SP 24IN W/B SAW 20-29 HP GAS	$144	$502	$1,060
100	2850	CONCRETE SP 30IN W/B SAW 30-39 HP GAS	$233	$711	$1,488
100	2870	CONCRETE PUSH WB SAW 0-9 HP ELEC 240V 1P	$97	$343	$724
100	2895	CONCRETE SELFPROP W/B SAW 20-29 HP LPN	$153	$535	$1,135
100	2910	CONCRETE SP 36IN W/B SAW 40-49 HP DSL	$298	$828	$1,767
100	2925	CONCRETE SELFPROP W/B SAW 70 - 79 HP DSL	$456	$1,152	$2,381
100	2950	CONCRETE EARLY ENTRY SAW PUSH 6IN GAS	$126	$442	$977
100	7525	CABLE CUTTER 2IN HAND HELD BATTERY	$50	$140	$419
105	1605	VACUUM BACKPACK	$23	$78	$219
105	2065	WASHER 4000 PSI DUAL WAND & ROTARY GAS	$135	$480	$1,046
110	1553	LIGHT CART LED 200 WATT 1-LAMP	$47	$83	$228
110	1555	LIGHT CART LED 300-400 WATT 2-LAMP	$69	$128	$293
110	2015	LIGHT AREA LED W/TRIPOD HAZ LOC	$60	$176	$527
110	2043	LIGHT TUBULAR LED FOR INSPECTION HAZ LOC	$16	$47	$156
CONTRACTOR AND INDUSTRIAL -					

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CONTRACTOR AND INDUSTRIAL -					
125	2380	PRO PEX PIPE EXPANDER 1/2 3/4 1IN BATT	$23	$64	$177
135	3900	EYE WASH STATION	$42	$115	$317
CONTRACTOR AND INDUSTRIAL - AERATORS					
115	1810	AERATOR 10-19IN WIDTH WALKBEHIND	$86	$300	$616
115	1820	AERATOR 20-29IN WIDTH WALKBEHIND	$128	$461	$965
115	1840	AERATOR 20-29 IN WIDTH RIDE ON	$235	$783	$2,066
115	1841	AERATOR 20-29 IN R/O W/ SEED BOX	$429	$1,462	$3,622
CONTRACTOR AND INDUSTRIAL - AIR BREAKERS					
120	1610	BREAKER 30-39LB AIR	$44	$153	$321
120	1620	BREAKER 40-49LB AIR	$47	$171	$344
120	1640	BREAKER 60-69LB AIR	$54	$181	$391
120	1660	BREAKER 90-99LB AIR	$65	$233	$484
CONTRACTOR AND INDUSTRIAL - AIR CHIPPING HAMMERS					
120	1520	CHIPPING HAMMER RETAINER 13-20 LB AIR	$44	$149	$307
CONTRACTOR AND INDUSTRIAL - AIR CLAY SPADES					
120	1700	CLAY DIGGER 30-39 LB AIR	$44	$153	$321
CONTRACTOR AND INDUSTRIAL - AIR GRINDERS					
120	3000	GRINDER BATWING 7INCH AIR	$19	$50	$135
120	3010	GRINDER ANGLE 4 IN AIR	$19	$50	$135
120	3020	GRINDER HORIZ 7 IN AIR	$19	$50	$135
120	3025	GRINDER VERTICAL 7 IN AIR	$19	$50	$135
120	3040	GRINDER DIE RIGHT ANGLE 1/4IN AIR	$14	$37	$107
CONTRACTOR AND INDUSTRIAL - AIR HORIZONTAL DRILLS					
120	3500	DRILL HORIZ 1/2INCH AIR	$19	$50	$140
120	3510	DRILL HORIZ 3/8 AIR	$16	$37	$107
CONTRACTOR AND INDUSTRIAL - AIR IMPACT WRENCHES					
130	1650	WRENCH IMPACT 1/2 IN BATTERY	$24	$78	$165
130	1655	WRENCH IMPACT 3/4 IN BATTERY	$47	$155	$335
130	1670	WRENCH IMPACT 1/2 IN ELEC	$38	$102	$274
130	1680	WRENCH IMPACT 3/4 IN ELEC	$44	$115	$297
135	2580	WRENCH IMPACT 1/2 IN AIR	$19	$37	$73
135	2590	WRENCH IMPACT 3/4 IN AIR	$21	$43	$117
135	2600	WRENCH IMPACT 1 IN AIR D-HANDLE	$37	$75	$214
135	2605	WRENCH IMPACT 1 IN AIR PISTOL	$59	$167	$385
135	2610	WRENCH IMPACT 1-1/2 IN AIR	$54	$102	$293

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AFFECTED REGIONS / BRANCHES
Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - AIR IMPACT WRENCHES				
135 2620	WRENCH IMPACT SPLINE 1-1/2 IN AIR	$54	$102	$293
135 2640	WRENCH IMPACT SPLINE 1 IN AIR	$54	$102	$293
CONTRACTOR AND INDUSTRIAL - AIR NAILERS				
100 5620	NAILER FRAMING AIR	$28	$102	$218
100 5630	NAILER FINISHING AIR	$28	$102	$218
100 5640	NAILER ROOFING AIR	$28	$102	$218
CONTRACTOR AND INDUSTRIAL - AIR NUTRUNNERS				
135 2750	TORQUE NUTRUNNER AIR .75IN SQ 1K	$115	$286	$805
135 2757	TORQUE NUTRUNNER AIR 1IN SQ 3K	$288	$686	$1,932
CONTRACTOR AND INDUSTRIAL - AIR RECIPROCATING SAWS				
120 3610	SAW RECIPROCATING HAND AIR	$37	$98	$251
120 3620	SAW HACK HAND HELD AIR	$37	$98	$251
CONTRACTOR AND INDUSTRIAL - AIR RIVET BUSTERS				
120 2010	RIVET BUSTER 6 IN STROKE	$45	$101	$260
120 2020	CHIPPING HAMMER 4IN STROKE ROUND	$33	$74	$201
120 2030	RIVET BUSTER 8IN STROKE	$70	$234	$512
120 2040	RIVET BUSTER 11IN STROKE	$74	$270	$563
CONTRACTOR AND INDUSTRIAL - AIR ROCK DRILLS				
120 1750	ROCK DRILL 1-9 LB AIR	$56	$200	$400
120 1760	ROCK DRILL 10-19 LB AIR	$63	$222	$471
120 1780	ROCK DRILL 30-39 LB AIR	$67	$240	$502
120 1820	ROCK DRILL 60-69 LB AIR	$83	$284	$595
CONTRACTOR AND INDUSTRIAL - AIR ROCK SPLITTERS				
120 1900	ROCK SPLITTER	$101	$321	$892
120 1910	ROCK SPLITTER POWER BOX	$116	$290	$638
CONTRACTOR AND INDUSTRIAL - BED EDGERS				
115 1960	BED EDGER	$91	$279	$595
CONTRACTOR AND INDUSTRIAL - BLOWERS				
115 2410	LEAF BLOWER HANDHELD GAS	$19	$68	$144
115 2420	LEAF BLOWER BACKPACK GAS	$34	$120	$253
115 2430	LEAF BLOWER WALKBEHIND GAS	$54	$189	$398
115 2435	STRAW BLOWER 4 TON PER HOUR	$142	$443	$1,214
115 2440	STRAW BLOWER 7 TON PER HOUR	$237	$570	$1,535
CONTRACTOR AND INDUSTRIAL - BRUSH CHIPPERS				

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - BRUSH CHIPPERS					
115	3510	BRUSH CHIPPER 6-7IN 20 - 25 HP GAS	$279	$818	$1,628
115	3540	BRUSH CHIPPER 10-12IN 49 - 74 HP DSL	$474	$1,159	$2,837
115	3545	BRUSH CHIPPER 12IN 49 - 90 HP GAS	$474	$1,159	$2,837
115	3570	BRUSH CHIPPER 18IN 170 - 179 HP DSL	$820	$2,111	$4,394
CONTRACTOR AND INDUSTRIAL - CHAIN SAWS					
115	2700	CHAIN SAW 16IN ELECTRIC	$44	$153	$326
115	2770	CHAIN SAW 16IN GAS	$54	$189	$398
115	2780	CHAIN SAW 18IN GAS	$63	$222	$471
115	2790	CHAIN SAW 20IN GAS	$63	$222	$471
115	2810	CHAIN SAW 25IN GAS	$73	$257	$542
CONTRACTOR AND INDUSTRIAL - CIRCULAR SAWS					
100	6510	SAW CIRCULAR 7 1/4IN BLADE ELEC	$19	$65	$144
100	6530	SAW CIRCULAR 16 IN ELEC	$47	$171	$358
100	6540	SAW WORM DRIVE TYPE 7-1/4IN ELEC	$19	$65	$144
CONTRACTOR AND INDUSTRIAL - COLD WATER PRESSURE WASHERS					
105	2000	WASHER 1000-1999 PSI GAS	$76	$274	$579
105	2010	WASHER 1000 PSI ELEC 120V 12.5-15AMP	$76	$274	$579
105	2015	WASHER SURFACE 1500 PSI ELEC 120V 19AMP	$77	$307	$651
105	2020	WASHER 2000-2999 PSI GAS	$76	$274	$579
105	2040	WASHER 3000 PSI DSL	$107	$375	$791
105	2050	WASHER 3000-3999 PSI GAS	$97	$343	$670
105	2060	WASHER 4000-4999 PSI GAS	$97	$343	$670
105	2070	WASHER 5000-5999 PSI GAS	$135	$480	$1,046
CONTRACTOR AND INDUSTRIAL - CONDUIT BENDERS, ELECTRIC					
125	2000	CONDUIT BENDER UP TO 2 555 ELEC	$106	$283	$725
125	2020	CONDUIT BENDER PVC/RIG/EMT/IMC 1/2-2 ELE	$138	$352	$864
CONTRACTOR AND INDUSTRIAL - CONDUIT BENDERS, HYDRAULIC					
125	2010	CONDUIT BENDER 2-1/2-4IN EMT/IMC/RIGID	$183	$642	$1,253
CONTRACTOR AND INDUSTRIAL - CONFINED SPACE RESCUE KITS					
100	8220	SAFETY CONFINED SPACE ENTRY TRIPOD	$86	$222	$563
CONTRACTOR AND INDUSTRIAL - CORDLESS RECIPROCATING SAWS					
100	6570	SAW RECIPROCATING HAND ELEC	$19	$65	$144
CONTRACTOR AND INDUSTRIAL - CRIMPERS					
130	1560	CABLE CRIMPER 15 TON 18V BATTERY U-DIE	$132	$265	$679

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AFFECTED REGIONS / BRANCHES
Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - CRIMPING TOOLS					
130	1950	CABLE CRIMPER 12 TON 18V BATTERY U-DIE	$47	$171	$403
CONTRACTOR AND INDUSTRIAL - DIAMOND GRINDERS					
100	4560	GRINDER POLISH DIAMOND 5IN DUSTLESS ELEC	$50	$121	$279
100	4570	GRINDER DIAMOND 6IN DUSTLESS ELEC	$111	$394	$832
CONTRACTOR AND INDUSTRIAL - DIE GRINDERS					
100	4510	GRINDER DIE 2-1/2 IN ELEC	$14	$37	$70
CONTRACTOR AND INDUSTRIAL - DIGITAL PIPE LOCATORS					
125	2560	LOCATOR PIPE DIGITAL KIT	$101	$260	$656
CONTRACTOR AND INDUSTRIAL - DNS					
100	7090	JEEPER PIPE INSPECTOR	$24	$64	$180
CONTRACTOR AND INDUSTRIAL - DRAIN CLEANERS					
125	1420	PIPE SNAKE 1/2IN WIDE 75FT CABLE	$58	$206	$395
125	1440	PIPE SNAKE 2IN WIDE 50FT CABLE	$58	$206	$395
125	1460	PIPE SNAKE 1-2IN WIDE 25FT CABLE	$44	$107	$200
125	1470	PIPE SNAKE 3-6IN WIDE 100FT CABLE	$73	$257	$542
CONTRACTOR AND INDUSTRIAL - DRYWALL SANDERS					
100	5060	SANDER DRYWALL 9 IN HEAD 62 IN REACH	$47	$171	$363
CONTRACTOR AND INDUSTRIAL - ELECTRIC BREAKERS					
100	1250	BREAKER 20-24LB ELEC DEMO HAMMER	$58	$205	$434
100	1260	BREAKER 25-29LB ELEC	$67	$237	$502
100	1270	BREAKER 30-39LB ELEC	$83	$288	$616
100	1275	BREAKER 30-39LB BATTERY	$97	$343	$724
100	1300	BREAKER 60-69LB ELEC	$97	$343	$724
100	1320	CART FOR ELECTRIC BREAKER	$63	$222	$471
CONTRACTOR AND INDUSTRIAL - EXPLOSION PROOF LIGHTING					
110	2000	LIGHT DROP LED 120V HAZ LOC	$8	$26	$75
110	2010	LIGHT FLOOD INCAN 110V HAZ LOC ELEC	$47	$121	$342
110	2030	LIGHT BRICK LED HAZ LOC	$140	$372	$1,116
110	2034	LIGHT FLOOD FLOOR LED 40W H.D.	$22	$60	$121
110	2044	LIGHT FLOOD LED H/L 40W CLS 1 DIV 1	$97	$291	$551
110	2049	LIGHT FLOOD 400W MH HAZ LOC CLS1 DIV2	$46	$113	$285
110	2050	LIGHT STRING LED 100FT HAZ LOC	$126	$347	$947
110	2080	LIGHT STRING INCAN 12V HAZ LOC	$144	$381	$1,016
110	2110	LIGHT WORK INCAN 120V/12V HAZ LOC	$40	$140	$297

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CONTRACTOR AND INDUSTRIAL - FLANGE SPREADERS					
125	2405	FLANGE SPREADER 5 TON HYD DROP PIN	$47	$126	$358
125	2410	FLANGE SPREADER 5TONS RATCHET	$42	$98	$165
125	2440	FLANGE SPREADER 10 TON HYD DROP PIN	$65	$177	$462
125	2450	FLANGE SPREADER 14TON HYD	$74	$205	$558
125	2460	FLANGE SPREADER 20TONS RATCHET	$76	$219	$567
CONTRACTOR AND INDUSTRIAL - FLOOR NAILERS					
100	5165	ABRASIVE BLASTING POT 6.5 CU FT	$149	$419	$1,582
100	5210	NAILER FLOORING AIR	$38	$135	$264
100	5670	NAILER SIDING AIR	$28	$102	$218
CONTRACTOR AND INDUSTRIAL - HAND PLANERS					
100	6200	PLANER BENCH 12 IN ELEC	$73	$214	$391
CONTRACTOR AND INDUSTRIAL - HEDGE TRIMMERS					
115	2020	HEDGE TRIMMER 24IN ELEC	$33	$112	$233
115	2060	HEDGE TRIMMER 24IN GAS	$44	$153	$257
115	2070	HEDGE TRIMMER 24IN ON A 42IN SHAFT GAS	$58	$167	$316
115	2080	HEDGE TRIMMER 30IN GAS	$58	$167	$316
CONTRACTOR AND INDUSTRIAL - HORIZONTAL DRILLS					
100	1550	DRILL 1/2IN ELEC	$19	$68	$145
100	1570	DRILL 3/8IN BATTERY	$19	$68	$145
CONTRACTOR AND INDUSTRIAL - HOT WATER PRESSURE WASHERS					
105	2505	WASHER 1000-1999 PSI HOT WATER ELEC	$153	$550	$965
105	2515	WASHER 3000-3999 PSI HOT WATER GAS	$173	$605	$1,218
CONTRACTOR AND INDUSTRIAL - HYDRAULIC PUNCHES					
130	1750	PUNCH HYDRAULIC 35 TON	$77	$274	$579
CONTRACTOR AND INDUSTRIAL - HYDROSTATIC TEST PUMPS					
125	1195	PUMP HYDROSTATIC TEST 1500 PSI MANUAL	$48	$124	$298
125	1200	PUMP HYDROSTATIC TEST 3000 PSI MANUAL	$58	$141	$395
125	1205	PUMP HYDROSTATIC TEST 6000 PSI MANUAL	$58	$141	$395
125	1210	PUMP HYDROSTATIC TEST 500 PSI ELEC	$107	$270	$637
125	1240	PUMP HYDROSTATIC TEST 500 PSI GAS	$107	$270	$637
125	1300	PUMP HYDROSTATIC TEST 10000 PSI AIR	$104	$250	$586
CONTRACTOR AND INDUSTRIAL - KNOCKOUT SETS					
130	1300	KNOCKOUT SET UP TO 2IN MANUAL HYD	$37	$84	$209
CONTRACTOR AND INDUSTRIAL - LAWN EDGERS					

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CONTRACTOR AND INDUSTRIAL - LAWN EDGERS					
115	1950	EDGER LAWN	$47	$167	$316
CONTRACTOR AND INDUSTRIAL - LEAF & DEBRIS VACUUMS					
105	3800	VACUUM WALK BEHIND LEAF	$77	$283	$760
CONTRACTOR AND INDUSTRIAL - LEVELS					
100	7110	LEVEL OPTICAL TRANSIT	$38	$99	$261
100	7140	LEVEL LASER PIPE	$159	$411	$889
100	7160	LEVEL LASER VISIBLE	$63	$222	$471
CONTRACTOR AND INDUSTRIAL - LIGHT TOWERS					
510	1010	LIGHT TOWER 50W LED SOLAR SKID	$91	$233	$626
510	1015	LIGHT TOWER 640W LED SOLAR TRAILER	$205	$507	$1,123
510	1020	LIGHT TOWER 200W LED SOLAR TRAILER	$132	$304	$823
510	1030	LIGHT TOWER VERT MAST MAN NARROW BODY	$125	$279	$511
510	1035	LIGHT TOWER HORIZ MAST MAN NARROW BODY	$125	$279	$511
510	1040	LIGHT TOWER VERT MAST ELEC NARROW BODY	$125	$279	$511
510	1055	LIGHT TOWER VERT MAST LED TRAILER	$143	$366	$789
510	1070	LIGHT TOWER BALLOON KIT	$121	$318	$456
510	1080	LIGHT TOWER MAN MAST 16FT LED CART 120V	$91	$235	$628
510	1082	LIGHT TOWER ELEC MAST 23FT LED CART 120V	$101	$265	$665
510	1084	LIGHT TOWER MAN MAST 23FT LED TRAIL 120V	$101	$265	$665
510	1140	LIGHT TOWER VERT MAST 20KW WIDE BODY	$196	$442	$1,251
510	1160	LIGHT TOWER CUBE VERT MAST LED SKID	$225	$532	$1,209
CONTRACTOR AND INDUSTRIAL - LOG SPLITTERS					
115	2900	LOG SPLITTER 20-30 TON TRAILER MTD GAS	$91	$326	$687
CONTRACTOR AND INDUSTRIAL - MAGNETIC DRILLS					
130	1220	DRILL MAGNETIC BASE 3/4IN ELEC	$83	$219	$616
130	1240	DRILL MAGNETIC BASE 1-5/8 TO 2IN ELEC	$106	$283	$725
130	1280	DRILL MAGNETIC BASE 2-1/6IN AIR	$130	$353	$1,014
CONTRACTOR AND INDUSTRIAL - MATERIAL HANDLING					
140	3316	FILTER POT SS 6 BAG VESSEL 6IN INLT SKID	$186	$547	$2,002
140	3318	FILTER POT SS 8 BAG VESSEL 8IN INLT SKID	$186	$547	$2,002
CONTRACTOR AND INDUSTRIAL - METAL DETECTORS					
100	7050	METAL DETECTOR FERROUS	$38	$137	$290
100	7060	METAL DETECTOR TREASURE	$19	$56	$144
125	1290	PUMP HYDROSTATIC TEST 10000 PSI 2 STAGE	$171	$456	$1,277
125	2315	PIPE THREADER 2-1/2 TO 6IN ELECTRIC	$251	$724	$1,981

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CONTRACTOR AND INDUSTRIAL - MISCELLANEOUS SHOP EQUIPMENT					
100	7250	SNIFFER CONFINED SPACE 4-GAS DETECTOR	$79	$223	$634
125	2665	WELDER MOUNT AERIAL BASKET CST-280	$13	$13	$33
125	2670	WELDER FRAME 6 PACK	$33	$79	$132
CONTRACTOR AND INDUSTRIAL - MITER SAWS					
100	6620	SAW MITER SLIDE COMPOUND 12 IN ELEC	$44	$153	$321
CONTRACTOR AND INDUSTRIAL - MOWERS					
115	2190	MOWER LAWN 20-24IN PUSH GAS	$28	$102	$214
115	2200	MOWER LAWN 20-24IN SELF PROPELLED GAS	$38	$137	$268
115	2230	MOWER BRUSH 26-28IN SELF PROPELLED GAS	$111	$394	$772
115	2235	MOWER BRUSH 36-48IN RIDING GAS 4WD	$145	$511	$1,014
115	2250	MOWER LAWN 49-60IN RIDING GAS	$145	$511	$1,014
CONTRACTOR AND INDUSTRIAL - OVERSEADERS					
115	1850	OVERSEEDER WALKBEHIND GAS	$121	$339	$884
CONTRACTOR AND INDUSTRIAL - PAINT SPRAYERS					
100	5500	SPRAYER PAINT STANDARD AIRLESS	$97	$339	$600
100	5510	SPRAYER PAINT MEDIUM AIRLESS	$73	$257	$542
100	5515	SPRAYER PAINT PAVEMENT STRIPER GAS	$204	$772	$1,495
CONTRACTOR AND INDUSTRIAL - PIPE BENDERS					
100	7530	CONDUIT BENDING TABLE	$98	$195	$391
CONTRACTOR AND INDUSTRIAL - PIPE BEVELING TOOLS					
125	2170	PIPE CUTTER BEVELLER 3-8	$33	$85	$218
125	2180	PIPE CUTTER BEVELLER 7-12	$37	$102	$264
125	2190	PIPE CUTTER BEVELLER 14-20	$51	$129	$363
CONTRACTOR AND INDUSTRIAL - PIPE CAMERAS					
125	1595	CAMERA SEWER 1-1/2-3 HANDHELD	$167	$344	$694
125	1600	CAMERA SEWER 3-10	$193	$686	$1,449
125	1610	BURIED LINE PIPE AND CAMERA LOCATOR	$47	$171	$363
125	1615	BURIED LINE TRANSMITTER NO LOCATOR	$54	$94	$358
CONTRACTOR AND INDUSTRIAL - PIPE CLAMPS					
125	2510	LINE UP CLAMP ADJ 4IN - 16IN	$14	$38	$108
CONTRACTOR AND INDUSTRIAL - PIPE CUTTERS					
125	2110	PIPE CUTTER 8 STRAIGHT	$58	$153	$314
125	2120	PIPE CUTTER 12 STRAIGHT	$65	$179	$394
125	2130	PIPE CUTTER 16 STRAIGHT	$77	$206	$456

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CONTRACTOR AND INDUSTRIAL - PIPE CUTTERS					
125	2150	PIPE CUTTER 24 STRAIGHT	$93	$256	$656
125	2230	PIPE CUTTER BEVELLER 4IN AND UP ELEC	$74	$206	$579
CONTRACTOR AND INDUSTRIAL - PIPE GROOVERS					
125	2570	PIPE ROLL GROOVER ATTACHMENT 2-12	$47	$128	$363
CONTRACTOR AND INDUSTRIAL - PIPE PRESS					
125	2690	PIPE PRESS TOOL PRO 1/2 - 2 IN BATT	$73	$257	$542
CONTRACTOR AND INDUSTRIAL - PIPE STANDS					
125	2530	STAND VISE PIPE YOKE	$14	$38	$108
CONTRACTOR AND INDUSTRIAL - PIPE THREADERS					
125	2300	PIPE THREADER 535 1/8-2 ELEC	$132	$279	$635
125	2310	PIPE THREADER 1224 1/4-4 ELEC	$179	$429	$965
125	2320	PIPE THREADER 700 POWER PONY	$67	$179	$462
125	2340	PIPE THREADER GEARED ATTACH 2 1/2-4 141	$58	$153	$419
125	2360	PIPE THREADER 300 1/8-2 ELEC	$115	$372	$665
CONTRACTOR AND INDUSTRIAL - PLASMA CUTTERS					
550	3010	PLASMA CUTTER 7/8IN 1PH 120/240V	$100	$240	$591
550	3015	PLASMA CUTTER 5/8IN AIRCOMP 1PH 120/240V	$99	$266	$698
550	3030	PLASMA CUTTER 1-1/4IN 1PH/480V 3PH/600V	$193	$470	$1,279
550	3060	PLASMA CUTTER 1-3/4IN 3PH 600V	$456	$1,112	$2,864
CONTRACTOR AND INDUSTRIAL - POLE PRUNERS					
115	2754	POLE PRUNER 7IN REACH GAS	$47	$171	$363
115	2755	POLE PRUNER SAW 8-12FT REACH GAS	$54	$189	$398
CONTRACTOR AND INDUSTRIAL - PORTABLE					
175	1100	SURVEILLANCE PRIMARY CAMERA UNIT	$195	$484	$1,209
175	1102	SURVEILLANCE TRAILER NO CAMERA SOLAR	$135	$301	$586
175	1110	SURVEILLANCE SECONDARY CAMERA UNIT	$70	$163	$464
175	1115	SURVEILLANCE CAMERA W TRIPOD 115V	$116	$270	$789
CONTRACTOR AND INDUSTRIAL - PORTABLE BAND SAWS					
100	6710	SAW BANDSAW HAND ELEC	$38	$135	$284
120	3630	SAW BAND HAND AIR	$37	$98	$251
CONTRACTOR AND INDUSTRIAL - PORTABLE LIGHTS					
110	1550	LIGHT STAND LED 1-LAMP FLOOD	$19	$75	$149
110	1570	LIGHT WOBBLE LED 36IN	$38	$127	$284
110	1577	LIGHT LED 360 DEGREE TRIPOD BATTERY	$21	$54	$150

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CONTRACTOR AND INDUSTRIAL - PORTABLE LIGHTS					
110	1580	LIGHT BALLOON LAMP LED 300/575 WATT	$73	$161	$405
110	1582	LIGHT BALLOON LAMP 1000 WATT LED	$69	$101	$306
110	1590	LIGHT BALLOON LAMP 1000 WATT HALIDE	$73	$161	$405
110	2055	LIGHT STRING 80FT LED 12V HAZ LOC	$101	$222	$409
CONTRACTOR AND INDUSTRIAL - PORTABLE TABLE SAWS					
100	6650	SAW TABLE 10IN BLADE ELEC	$44	$153	$326
CONTRACTOR AND INDUSTRIAL - POST DRIVERS					
115	2600	POST DRIVER 55LB AIR	$97	$343	$724
115	2610	POST DRIVER 45LB GAS	$97	$343	$724
CONTRACTOR AND INDUSTRIAL - POSTHOLE AUGERS					
115	2490	POSTHOLE AUGER ONE MAN GAS	$97	$339	$724
115	2500	POSTHOLE AUGER ONE MAN TOWABLE GAS	$97	$339	$724
115	2540	POSTHOLE AUGER TWO MAN GAS	$97	$339	$724
CONTRACTOR AND INDUSTRIAL - PRESSURE WASHERS WITH WATER TANK & TRAILER					
105	2800	WASHER TRAILER MOUNTED 3000 PSI DSL	$293	$698	$1,483
105	2805	WASHER TRAILER NO TANK 3-4K PSI HOT GAS	$279	$695	$1,426
105	2810	WASHER TRAILER W/TANK 3-4K PSI HOT GAS	$293	$698	$1,483
105	2830	WASHER TRAILER MNT 3000-3999PSI HOT DSL	$298	$702	$1,497
CONTRACTOR AND INDUSTRIAL - PVC HEATERS					
125	1997	PVC HEATER/BENDER 4 IN 120V	$58	$153	$414
CONTRACTOR AND INDUSTRIAL - REBAR TOOLS					
125	2030	BENDER CUTTER REBAR 3/4 HYD	$101	$265	$720
125	2040	BENDER REBAR 0 TO 180 HYD	$101	$265	$720
CONTRACTOR AND INDUSTRIAL - RETRACTABLE LIFELINES					
100	8230	SAFETY WINCH EVAC 50	$28	$81	$180
100	8235	SAFETY LIFELINE 65	$77	$153	$284
100	8240	FALL PROTECTION SELF-RETRACTING YOYO 60	$33	$120	$345
CONTRACTOR AND INDUSTRIAL - RIGHT ANGLE DRILLS					
100	6000	DRILL 1/2 IN RIGHT ANGLE ELECTRIC	$24	$84	$180
CONTRACTOR AND INDUSTRIAL - RIGHT ANGLE GRINDERS					
100	4810	GRINDER R-ANGLE 4-1/2IN ELEC	$15	$38	$76
100	4820	GRINDER RIGHT ANGLE 5 IN ELEC	$15	$38	$76
100	4840	GRINDER RIGHT ANGLE 7 IN ELEC	$15	$38	$76

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CONTRACTOR AND INDUSTRIAL - SANDERS					
100	4970	SANDER DISC 7 IN ELEC	$14	$50	$107
CONTRACTOR AND INDUSTRIAL - SCREW GUNS					
100	6100	SCREWGUN	$14	$42	$79
CONTRACTOR AND INDUSTRIAL - SEEDERS					
115	1880	HYDRO SEEDER TRAILER MNT 600-700 GALLON	$456	$1,191	$3,081
CONTRACTOR AND INDUSTRIAL - SEWER JETS					
125	1490	SEWER JETTER ELEC MINI	$33	$121	$262
125	1500	SEWER JETTER ELEC	$83	$292	$616
125	1510	SEWER JETTER GAS	$121	$326	$660
CONTRACTOR AND INDUSTRIAL - SHEERS					
130	1720	SHEAR WRENCH 5/8-3/4-7/8IN ELECTRIC	$79	$193	$363
CONTRACTOR AND INDUSTRIAL - SIDING BRAKES					
100	7040	SIDING BRAKE	$19	$43	$100
CONTRACTOR AND INDUSTRIAL - SOD CUTTERS					
115	1700	SOD CUTTER 12IN CUT W/B	$91	$326	$674
115	1710	SOD CUTTER 18IN CUT W/B	$91	$326	$674
CONTRACTOR AND INDUSTRIAL - STAPLERS					
100	5650	STAPLER FLOORING AIR	$28	$102	$214
CONTRACTOR AND INDUSTRIAL - STATIONARY CHOP SAWS					
100	6640	SAW CHOP 14IN BLADE ELEC	$38	$137	$290
CONTRACTOR AND INDUSTRIAL - STREET SWEEPERS					
105	3000	SWEEPER CONTRUCTION RIDE ON 3 WHEEL	$298	$742	$1,629
105	3020	SWEEPER CONTRUCTION RIDE ON 4 WHEEL CAB	$358	$893	$2,253
CONTRACTOR AND INDUSTRIAL - STUD GUNS					
100	6810	STUD GUN FASTNER POWDER FIRED	$44	$153	$326
CONTRACTOR AND INDUSTRIAL - STUMP GRINDERS					
115	3600	STUMP GRINDER 10 - 19 HP GAS	$231	$644	$1,409
115	3610	STUMP GRINDER 20 - 29 HP GAS	$251	$659	$1,449
115	3620	STUMP GRINDER 30 - 39 HP GAS	$331	$994	$2,093
115	3640	STUMP GRINDER 60 - 69 HP DSL	$530	$1,325	$2,656
CONTRACTOR AND INDUSTRIAL - TAP AND DIE SETS					

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - TAP AND DIE SETS					
130	2150	DIE KIT FOR 6AWG TO 750KCMIL ALUM CONN	$14	$34	$80
130	2160	DIE KIT FOR 6AWG TO 750KCMIL COPPER CONN	$14	$34	$80
CONTRACTOR AND INDUSTRIAL - THATCHERS					
115	1770	DETHATCHER 20-22IN WALKBEHIND	$80	$284	$586
CONTRACTOR AND INDUSTRIAL - TILLERS					
115	1500	TILLER 1 HP 10IN WIDTH HAND HELD	$38	$126	$284
115	1550	TILLER 4-5 HP 20-26IN WIDTH MID TINE	$64	$231	$488
115	1570	TILLER 6-8 HP 18-20IN WIDTH REAR TINE	$67	$240	$508
115	1590	TILLER 9-13 HP 18-20IN WIDTH REAR TINE	$130	$463	$977
125	2520	LINE UP CLAMP ADJ 6IN-36IN	$21	$60	$171
130	1555	CABLE CRIMPER DIELESS 12TON BATTERY	$107	$257	$747
130	1955	GRIP KIT WIRE SIZE 1/0 - 750MCM	$76	$169	$395
135	1142	TENSIONER CONV KIT STS3 1-5/8IN	$69	$191	$563
135	1310	TENSIONER CONV KIT STS3 1-3/4 IN	$14	$42	$126
135	1314	TENSIONER CONV KIT STS4 1-7/8 IN	$40	$112	$339
135	1316	TENSIONER CONV KIT STS5 2-1/2 IN	$46	$126	$381
135	1340	TENSIONER STS3 1-5/8 TO 2IN	$59	$153	$502
135	1341	TENSIONER STS4 1-7/8 TO 2-1/2	$65	$186	$539
135	1342	TENSIONER CONV KIT F/STS3 2IN	$21	$51	$167
135	1343	TENSIONER 2-1/4IN HYD	$65	$186	$530
135	1345	TENSIONER STS5 2-1/2 TO 3	$69	$191	$539
135	1380	TENSIONER STS2 1-1/4 TO 1-1/2	$47	$126	$432
135	2200	PUMP PNEUMATIC TENSIONER 27500 PSI	$279	$744	$2,318
135	3069	WRENCH TORQUE 1 SQ 3K FT/LBS HYD	$225	$591	$1,668
135	3089	WRENCH TORQUE 1.5 SQ 5K FT/LBS HYD	$321	$870	$2,418
135	3091	WRENCH TORQUE 1.5 SQ 11K FT/LBS HYD	$369	$977	$2,711
135	3196	TORQUE NUTRUNNER AIR 1.5IN SQ 6K	$259	$744	$2,046
135	3405	TORQUE HEX LINK 1-1/4 2000 FT/LB HYD	$34	$88	$253
CONTRACTOR AND INDUSTRIAL - TORQUE WRENCHES					
135	2740	FILTER/REGULATOR/LUBRICATOR CONTROL UNIT	$11	$34	$98
135	3050	WRENCH TORQUE 0.75 SQ 1K FT/LBS HYD	$83	$219	$616
135	3110	WRENCH TORQUE 1.5 SQ HYD	$293	$842	$2,497
135	3130	WRENCH TORQUE PWR HEAD 8K FT/LBS HYD	$63	$167	$471
135	3140	WRENCH TORQUE PWR HEAD 16K FT/LBS HYD	$88	$326	$687
135	3142	WRENCH TORQUE 1 SQ 36V ELEC	$334	$880	$2,437
135	3210	WRENCH TORQUE PWR HEAD 4K FT/LBS HYD	$47	$128	$363
135	3230	WRENCH TORQUE PWR HEAD 2K FT/LBS HYD	$28	$77	$218
135	3270	WRENCH TORQUE 1/2 250 FT/LBS MANUAL	$19	$47	$132
135	3290	WRENCH TORQUE 3/4 600 FT/LBS MANUAL	$19	$47	$132

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - TORQUE WRENCHES					
135	3310	MULTPLY TORQUE WRENCH 3/4X1 3000 FT/LBS	$19	$47	$132
135	3370	WRENCH TORQUE 1IN 1000 FT/LBS MANUAL	$23	$65	$189
135	3390	WRENCH TORQUE 3/8 10-100 FT/LBS MANUAL	$8	$25	$73
135	3410	TORQUE HEX LINK 1-5/8 2000 FT/LBS HYD	$34	$88	$253
135	3430	TORQUE HEX LINK 1-13/16 2000 FT/LBS HYD	$34	$88	$253
135	3435	TORQUE HEX LINK 2 4000 FT/LBS HYD	$38	$102	$290
135	3450	TORQUE HEX LINK 2-3/8 4000 FT/LBS HYD	$38	$102	$290
135	3470	TORQUE HEX LINK 3-1/8 8000 FT/LBS HYD	$47	$117	$363
135	3480	TORQUE HEX LINK 2-3/8 8000 FT/LBS HYD	$47	$117	$363
135	3490	TORQUE HEX LINK 2-3/16 4000 FT/LBS HYD	$38	$102	$290
135	3550	TORQUE HEX LINK 1-7/16 2000 FT/LBS HYD	$34	$88	$253
135	3570	TORQUE HEX LINK 2-9/16 8000 FT/LBS HYD	$47	$117	$363
135	3650	TORQUE HEX LINK 4-5/8 16800 FT/LBS HYD	$88	$242	$679
135	3670	TORQUE HEX LINK 2-15/16 4000 FT/LBS HYD	$38	$102	$290
135	3690	TORQUE HEX LINK 2-3/4 8000 FT/LBS HYD	$47	$117	$363
135	3750	TORQUE HEX LINK 2-9/16 4000 FT/LBS HYD	$38	$102	$290
135	3770	TORQUE HEX LINK 2 2000 FT/LB HYD	$38	$102	$290
135	5100	PIPE ROLLER IDLER 8T LOW PROFILE	$33	$88	$246
135	5220	TORQUE M2 HEX LINK 1-13/16 1300FT/LBSHYD	$33	$88	$246
135	5229	TORQUE M2 HEX LINK 2 3/8"	$56	$102	$279
CONTRACTOR AND INDUSTRIAL - TUNNEL BORER					
120	3990	PIERCING TOOL 2 IN AIR	$140	$298	$805
120	4000	PIERCING TOOL 3 IN AIR	$218	$514	$1,449
CONTRACTOR AND INDUSTRIAL - WALLPAPER REMOVERS					
100	7010	WALLPAPER REMOVER LARGE	$34	$120	$251
CONTRACTOR AND INDUSTRIAL - WEED WACKERS					
115	2320	WEED EATER GAS	$38	$102	$386
CONTRACTOR AND INDUSTRIAL - WELDERS					
550	1250	WELDER MIG 200 - 299 AMPS 230V	$40	$97	$264
550	1270	WELDER TIG / STICK 200-249 AMPS ELEC	$38	$68	$219
550	1272	WELDER TIG / STICK 208-575 AMPS ELEC	$65	$200	$490
550	1275	SKYWELDER INVERTER WELDER 250-300AMP	$38	$86	$241
550	1280	WELDER INVERTER CC ONLY 250-299 AMPS	$38	$86	$241
550	1290	WELDER INVERTER CC/CV 300-399 AMPS	$38	$86	$241
550	1300	WELDER INVERTER CC/CV 350-399 AMPSLEC	$38	$86	$241
550	1310	WELDER STATIONARY 400 - 449 AMPS ELEC	$38	$86	$241
550	1540	WELDER ENGINE DRIVE 180-189 AMP GAS	$86	$214	$510
550	1600	WELDER ENGINE DRIVE 250-299 AMPS GAS	$86	$214	$510

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
CONTRACTOR AND INDUSTRIAL - WELDERS					
550	1610	WELDER ENGINE DRIVE 300-249 AMP GAS	$86	$214	$510
550	1760	WELDER ENGINE DRIVE 250-299 AMPS LP	$86	$214	$510
550	1850	WELDER TOWABLE 300 - 349 AMPS DSL	$80	$197	$521
550	1870	WELDER TOWABLE 400 - 449 AMPS DSL	$133	$279	$591
550	1880	WELDER TOWABLE 500 - 549 AMPS DSL	$172	$321	$804
550	1900	WELDER TOWABLE 300-349AMPS DUAL-OPER DSL	$152	$335	$665
550	1905	WELDER TOWABLE 400-449AMPS DUAL-OPER DSL	$152	$353	$688
550	1950	WELDER WIRE FEEDER 120 VOLT ELEC	$63	$167	$314
550	1955	WELDER WIRE FEEDER SINGLE REEL 24 VOLT	$71	$217	$353
550	1960	WELDER WIRE FEEDER SUITCASE STYLE	$64	$153	$296
CONTRACTOR AND INDUSTRIAL - WELDING ACCESSORIES					
550	1400	WELDING FUME EXTRACTOR 95-132 CFM	$69	$182	$419
EARTHMOVING - AGRICULTURAL TRACTORS					
275	1120	TRACTOR COMPACT 20-29HP 4WD DSL	$202	$577	$1,404
275	1160	TRACTOR 40-49HP 4WD DSL	$265	$655	$1,604
275	1200	TRACTOR 60-69HP 4WD DSL	$274	$686	$1,690
275	1300	TRACTOR 90-99HP 4WD DSL	$288	$685	$1,800
275	2140	TRACTOR LOADER 30-39HP 4WD DSL	$279	$749	$1,697
275	2200	TRACTOR SKIPLOADER 60-90HP 4WD DSL	$326	$893	$2,000
EARTHMOVING - BACKHOE ATTACHMENTS					
225	0010	COUPLER/EXCAVATOR	$46	$126	$377
290	4010	COMPACTION WHEEL BACKHOE 12IN	$126	$335	$767
290	4015	COMPACTION WHEEL BACKHOE 18IN	$126	$335	$767
290	4020	COMPACTION WHEEL BACKHOE 24IN	$126	$335	$767
290	4030	BACKHOE ATTACHMENT THUMB	$23	$70	$126
290	4050	BACKHOE ATTACHMENT FORKS 42IN	$46	$126	$302
290	4055	BACKHOE ATTACHMENT FORKS 48IN	$46	$126	$302
290	4060	BACKHOE ATTACHMENT FORKS 60IN	$50	$132	$326
290	4100	BACKHOE BUCKET CRIBBING 8IN QC	$26	$54	$107
290	4120	BACKHOE BUCKET TRENCH 12IN QC	$26	$54	$107
290	4140	BACKHOE BUCKET TRENCH 18IN QC	$26	$54	$107
290	4150	BACKHOE BUCKET TRENCH 24IN QC	$26	$54	$107
290	4160	BACKHOE BUCKET TRENCH 30IN QC	$26	$54	$107
290	4170	BACKHOE BUCKET TRENCH 36IN QC	$26	$54	$107
290	4180	BACKHOE BUCKET SMOOTH 36IN QC	$26	$54	$107
290	4190	BACKHOE BUCKET TRENCH 42IN QC	$46	$106	$301
290	4205	BACKHOE BUCKET SMOOTH 48IN QC	$46	$106	$301
290	4210	BACKHOE BUCKET TRENCH 48IN QC	$46	$106	$301
290	4280	BACKHOE BUCKET 1YD SIDE DUMP	$126	$358	$767

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - BACKHOE ATTACHMENTS					
EARTHMOVING - BACKHOE LOADERS					
210	1100	BACKHOE COMPACT TLB 20-23HP 4WD ROPS DSL	$251	$789	$1,693
210	1200	BACKHOE COMPACT TLB 24-29HP 4WD ROPS DSL	$302	$902	$2,066
210	3100	BACKHOE 70-97HP 2WD ROPS DSL	$316	$851	$1,981
210	3200	BACKHOE 70-97HP 4WD ROPS DSL	$316	$851	$1,981
210	3205	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	$316	$851	$1,981
210	3250	BACKHOE 70-97HP 4WD CAB DSL	$349	$921	$2,093
210	3255	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	$349	$921	$2,093
210	4205	BACKHOE 98-115HP 4WD ROPS EXTENDAHOE DSL	$479	$1,372	$3,395
210	4250	BACKHOE 98-115HP 4WD CAB DSL	$479	$1,372	$3,395
210	4255	BACKHOE 98-115HP 4WD CAB EXTENDAHOE DSL	$479	$1,372	$3,395
210	5205	BACKHOE OVER 115HP 4WD ROPS EXTENHOE DSL	$656	$1,851	$5,208
210	5250	BACKHOE OVER 115HP 4WD CAB DSL	$656	$1,851	$5,208
210	5255	BACKHOE OVER 115HP 4WD CAB EXTENDHOE DSL	$656	$1,851	$5,208
EARTHMOVING - DOZERS					
250	1100	DOZER STD TRACK 70-85 HP ROPS	$609	$1,590	$3,887
250	1140	DOZER WIDE TRACK 70-85 HP ROPS	$609	$1,590	$3,887
250	1160	DOZER WIDE TRACK 70-85 HP CAB	$609	$1,590	$3,887
250	1200	DOZER STD TRACK 86-95 HP ROPS	$670	$1,679	$4,278
250	1220	DOZER STD TRACK 86-95 HP CAB	$670	$1,679	$4,278
250	1240	DOZER WIDE TRACK 86-95 HP ROPS	$670	$1,679	$4,278
250	1260	DOZER WIDE TRACK 86-95 HP CAB	$670	$1,679	$4,278
250	1300	DOZER STD TRACK 96-105 HP ROPS	$739	$1,897	$4,982
250	1320	DOZER STD TRACK 96-105 HP CAB	$739	$1,897	$4,982
250	1340	DOZER WIDE TRACK 96-105 HP ROPS	$739	$1,897	$4,982
250	1360	DOZER WIDE TRACK 96-105 HP CAB	$739	$1,897	$4,982
250	1460	DOZER WIDE TRACK 106-130 HP CAB	$1,070	$2,669	$6,603
250	1560	DOZER WIDE TRACK 131-165 HP CAB	$1,163	$3,148	$8,370
EARTHMOVING - EXCAVATORS					
240	2000	EXCAVATOR 28000-38000 LBS STD REACH	$721	$1,741	$4,790
240	2020	EXCAVATOR 28000-38000 LBS REDUCED TAIL	$721	$1,741	$4,790
240	2030	EXCAVATOR 28000-38000 LBS RED TAILRUBTRK	$763	$1,953	$5,580
240	2040	EXCAVATOR 28000-38000 LBS CAB WHEELED	$930	$2,790	$7,905
240	2100	EXCAVATOR 39000-42000 LBS STD REACH	$902	$2,204	$5,961
240	2200	EXCAVATOR 43000-49999 LBS STD REACH	$902	$2,204	$5,961
240	2300	EXCAVATOR 50000-59999 LBS STD REACH	$1,153	$2,832	$7,170
240	2320	EXCAVATOR 50000-59999 LBS REDUCED TAIL	$1,153	$2,832	$7,170
240	2350	EXCAVATOR 50000-59999 LBS WHEELED	$1,535	$3,581	$10,230
240	2400	EXCAVATOR 60000-69999 LBS STD REACH	$1,488	$3,534	$9,812

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - EXCAVATORS					
240	2410	EXCAVATOR 60000-69999 LBS LONG REACH	$1,535	$3,581	$10,230
240	2500	EXCAVATOR 70000-80000 LBS STD REACH	$1,488	$3,534	$9,812
240	2510	EXCAVATOR 70000-80000 LBS REDUCED TAIL	$1,535	$3,581	$10,230
EARTHMOVING - EXCAVATORS ATTACHMENTS					
290	5000	MINI-EX ATTACHMENT AUGER MED TORQUE	$97	$275	$684
290	5010	COMPACTION WHEEL MINI-EX <19K LBS 16-18	$101	$290	$614
290	5020	MINI-EX ATTACHMENT FORESTRY MULCHER	$488	$1,288	$2,530
290	5150	MINI-EX ATTACHMENT BREAKER 191-290 LBS	$198	$565	$1,228
290	5160	MINI-EX ATTACHMENT BREAKER 391-600 LBS	$198	$565	$1,228
290	5165	MINI-EX ATTACHMENT BREAKER 601-900 LBS	$363	$1,051	$2,162
290	5180	MINI-EX ATTACH SWING CPLR UP TO 9K LBS	$50	$140	$410
290	5186	MINI-EX TLB ATTACH SWING CPLR 14-20K LBS	$79	$211	$540
290	5210	MINI-EX <19K LBS BUCKET CRIBBING 10IN QC	$19	$47	$137
290	5220	MINI-EX <19K LBS BUCKET TRENCH <12IN QC	$19	$47	$137
290	5240	MINI-EX <19K LBS BUCKET TRENCH 12IN QC	$19	$47	$137
290	5245	MINI-EX <19K LBS BUCKET TRENCH 12IN PO	$19	$47	$137
290	5250	MINI-EX <19K LBS BUCKET SMOOTH 12IN QC	$19	$47	$137
290	5270	MINI-EX <19K LBS BUCKET TRENCH 16IN QC	$19	$47	$137
290	5280	MINI-EX <19K LBS BUCKET TRENCH 18IN QC	$19	$47	$137
290	5285	MINI-EX <19K LBS BUCKET TRENCH 18IN PO	$19	$47	$137
290	5290	MINI-EX <19K LBS BUCKET SMOOTH 18IN QC	$19	$47	$137
290	5320	MINI-EX <19K LBS BUCKET TRENCH 24IN QC	$19	$47	$137
290	5325	MINI-EX <19K LBS BUCKET TRENCH 24IN PO	$19	$47	$137
290	5330	MINI-EX <19K LBS BUCKET SMOOTH 24IN QC	$19	$47	$137
290	5340	MINI-EX <19K LBS BUCKET TRENCH 30IN QC	$19	$47	$137
290	5350	MINI-EX <19K LBS BUCKET SMOOTH 30 IN QC	$19	$47	$137
290	5360	MINI-EX <19K LBS BUCKET TRENCH 36IN QC	$19	$47	$137
290	5365	MINI-EX <19K LBS BUCKET TRENCH 36IN PO	$19	$47	$137
290	5370	MINI-EX <19K LBS BUCKET SMOOTH 36IN QC	$19	$47	$137
290	5380	MINI-EX <19K LBS BUCKET SWING 36IN QC	$19	$47	$137
290	5390	MINI-EX <19K LBS BUCKET TRENCH 42IN QC	$30	$73	$205
290	5395	MINI-EX <19K LBS BUCKET SMOOTH 42IN QC	$30	$73	$205
290	5410	MINI-EX <19K LBS BUCKET TRENCH 48N QC	$30	$73	$205
290	5420	MINI-EX <19K LBS BUCKET SMOOTH 48IN QC	$30	$73	$205
290	6000	EXCAVAT 28K-39K BUCKET TRENCH 12IN QC	$40	$97	$273
290	6010	EXCAVAT 28K-39K BUCKET TRENCH 18IN QC	$40	$97	$273
290	6015	EXCAVAT 28K-39K BUCKET TRENCH 18IN PO	$40	$97	$273
290	6020	EXCAVAT 28K-39K BUCKET TRENCH 24IN QC	$40	$97	$273
290	6025	EXCAVAT 28K-39K BUCKET TRENCH 24IN PO	$40	$97	$273
290	6030	EXCAVAT 28K-39K BUCKET TRENCH 30IN QC	$40	$97	$273
290	6035	EXCAVAT 28K-39K BUCKET TRENCH 30IN PO	$40	$97	$273

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Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - EXCAVATORS ATTACHMENTS					
290	6040	EXCAVAT 28K-39K BUCKET TRENCH 36IN QC	$40	$97	$273
290	6045	EXCAVAT 28K-39K BUCKET TRENCH 36IN PO	$40	$97	$273
290	6050	EXCAVAT 28K-39K BUCKET TRENCH 42IN QC	$40	$97	$273
290	6055	EXCAVAT 28K-39K BUCKET TRENCH 42IN PO	$40	$97	$273
290	6060	EXCAVAT 28K-39K BUCKET TRENCH 48IN QC	$40	$97	$273
290	6065	EXCAVAT 28K-39K BUCKET TRENCH 48IN PO	$40	$97	$273
290	6082	EXCAVAT 28K-39K BUCKET SMOOTH 60IN QC	$60	$145	$409
290	6085	EXCAVAT 28K-39K BUCKET TRENCH 60IN PO	$60	$145	$409
290	6105	EXCAVAT 28K-39K BUCKET TRENCH 72IN QC	$60	$145	$409
290	6135	EXCAVAT 39K-50K BUCKET TRENCH 24IN PO	$50	$121	$335
290	6145	EXCAVAT 39K-50K BUCKET TRENCH 30IN PO	$50	$121	$335
290	6155	EXCAVAT 39K-50K BUCKET TRENCH 36IN PO	$50	$121	$335
290	6165	EXCAVAT 39K-50K BUCKET TRENCH 42IN PO	$50	$121	$335
290	6175	EXCAVAT 39K-50K BUCKET TRENCH 48IN PO	$50	$121	$335
290	6195	EXCAVAT 39K-50K BUCKET SMOOTH 60IN PO	$74	$172	$478
290	6215	EXCAVAT 39K-50K BUCKET SMOOTH 72IN PO	$74	$172	$478
290	6245	EXCAVAT 50K-60K BUCKET TRENCH 24IN PO	$50	$121	$335
290	6265	EXCAVAT 50K-60K BUCKET TRENCH 36IN PO	$50	$121	$335
290	6285	EXCAVAT 50K-60K BUCKET TRENCH 48IN PO	$50	$121	$335
290	6295	EXCAVAT 50K-60K BUCKET TRENCH 54IN PO	$74	$172	$478
290	6365	EXCAVAT 60K-80K BUCKET TRENCH 36IN PO	$60	$145	$409
290	6395	EXCAVAT 60K-80K BUCKET TRENCH 54IN PO	$60	$145	$409
290	6405	EXCAVAT 60K-80K BUCKET TRENCH 60IN PO	$88	$214	$616
290	6500	EXCAVAT ATTACHMENT GRAPPLE BUCKET	$507	$1,418	$3,255
290	6510	EXCAVAT ATTACHMENT FLAIL MOWER	$255	$670	$1,276
290	6530	COMPACTION WHEEL EXCAVATOR 28K-39K 24IN	$228	$577	$1,260
290	6535	COMPACTION WHEEL EXCAVATOR 39K-50K 36IN	$228	$577	$1,260
290	6585	BACKHOE/8MT EXC ATTACHMENT AUGER	$127	$353	$930
290	6590	EXCAVAT ATTACHMENT THUMB	$71	$186	$326
290	6590	EXCAVAT ATTACHMENT THUMB	$71	$186	$326
290	6700	EXC TLB ATTACH BREAKER 1251-1800 LBS	$367	$1,037	$2,139
290	6705	EXCAVAT ATTACHMENT BREAKER 1801-2500 LBS	$642	$1,721	$3,813
290	6710	EXCAVAT ATTACHMENT BREAKER 2501-4800 LBS	$656	$1,814	$3,999
290	6715	EXCAVAT ATTACHMENT BREAKER 4801-6500 LBS	$818	$2,241	$4,929
290	6720	EXCAVAT ATTACHMENT BREAKER >10000 LBS	$1,042	$2,795	$6,696
290	8020	CONCRETE HWY BARRIER LIFTING TONGS	$75	$219	$412
EARTHMOVING - MINI EXCAVATORS					
240	1000	MINI-EXCAVATOR 2000-2999 LBS DSL ROPS	$265	$748	$1,539
240	1002	MINI-EXCAVATOR 2000-2999 LBS ELC ROPS	$383	$1,088	$2,790
240	1100	MINI-EXCAVATOR 3000-3999 LBS DSL ROPS	$272	$748	$1,556
240	1200	MINI-EXCAVATOR 4000-4999 LBS DSL ROPS	$272	$748	$1,556

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Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - MINI EXCAVATORS					
240	1201	MINI-EXCAVATOR 4000-4999 LBS HYBRID ROPS	$383	$1,088	$2,790
240	1300	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	$272	$748	$1,556
240	1310	MINI-EXCAVATOR 5000-6999 LBS DSL CAB	$301	$791	$1,686
240	1315	MINI-EXCAVATOR 5000-6999 LBS BATT ROPS	$1,056	$2,675	$6,132
240	1400	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	$302	$804	$1,762
240	1410	MINI-EXCAVATOR 7000-8999 LBS DSL CAB	$315	$834	$1,865
240	1500	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	$330	$923	$2,227
240	1510	MINI-EXCAVATOR 9000-11999 LBS DSL CAB	$358	$953	$2,413
240	1600	MINI-EXCAVATOR 12000-13999 LBS DSL ROPS	$400	$1,037	$2,604
240	1610	MINI-EXCAVATOR 12000-13999 LBS DSL CAB	$445	$1,111	$2,733
240	1700	MINI-EXCAVATOR 14000-19000 LBS DSL ROPS	$479	$1,234	$3,255
240	1710	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	$479	$1,234	$3,255
EARTHMOVING - MINI-SKIDSTEER TRACK MACHINE ATTACHMENTS					
290	1000	WB LOADER ATTACHMENT AUGER	$56	$159	$410
290	1005	WB LOADER ATTACHMENT TRENCHER	$86	$241	$501
290	1010	WB LOADER SOIL CONDITIONER	$112	$338	$820
290	1015	WB LOADER ATTACHMENT TILLER	$97	$265	$593
290	1025	WB LOADER ATTACHMENT BREAKER <250 LBS	$168	$478	$1,003
290	1035	WB LOADER STANDARD BUCKET 35-36 3.5CF	$9	$28	$83
290	1036	WB LOADER STANDARD BUCKET 41-44 4.3CF	$9	$28	$83
290	1040	WB LOADER ATTACHMENT GRAPPLE BKT 36IN	$60	$167	$392
290	1045	WB LOADER ATTACHMENT GRAPPLE BKT 42IN	$60	$167	$392
290	1050	WB LOADER ATTACHMENT GRAPPLE BKT 48IN	$60	$167	$392
290	1060	WB LOADER ATTACHMENT FORKS	$25	$73	$205
290	1080	WB LOADER ATTACHMENT BORING	$97	$218	$410
EARTHMOVING - RIDE-ON TRENCHERS					
280	1110	TRENCHER RIDE-ON 35-49HP DSL	$395	$972	$2,181
EARTHMOVING - ROAD GEAR					
260	1100	ROAD GRADER 110-119HP DSL	$749	$2,046	$5,940
260	1120	ROAD GRADER 130-139HP DSL	$1,070	$2,930	$8,184
EARTHMOVING - SKIDSTEER ATTACHMENTS					
290	2000	SKIDSTEER ATTACHMENT AUGER MED TORQUE	$97	$275	$684
290	2005	SKIDSTEER ATTACHMENT AUGER HI TORQUE	$97	$275	$684
290	2010	SKIDSTEER ATTACHMENT ANGLE BROOM	$112	$338	$716
290	2015	SKIDSTEER ATTACHMENT SWEEPER	$112	$338	$716
290	2020	SKIDSTEER ATTACHMENT SNOW PUSHER	$122	$223	$479
290	2022	SKIDSTEER ATTACHMENT ANGLE SNOW PLOW	$123	$256	$571
290	2025	SKIDSTEER ATTACHMENT SNOW BLOWER	$142	$290	$791

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
EARTHMOVING - SKIDSTEER ATTACHMENTS					
290	2030	SKIDSTEER ATTACHMENT TRENCHER	$148	$409	$1,054
290	2045	SKIDSTEER ATTACHMENT ROOT RAKE W CLAMP	$91	$202	$410
290	2050	SKIDSTEER ATTACHMENT ROCK HOUND RAKE	$148	$363	$884
290	2055	SKIDSTEER ATTACHMENT SOIL CONDITIONER	$148	$363	$884
290	2057	SKIDSTEER ATTACHMENT FLAIL MOWER	$288	$870	$1,907
290	2058	SKIDSTEER ATTACHMENT BRUSH CUTTER 60 SF	$189	$530	$1,265
290	2059	SKIDSTEER ATTACHMENT BRUSH CUTTER 66 SF	$189	$530	$1,265
290	2060	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 SF	$189	$530	$1,265
290	2063	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 HF	$237	$676	$1,474
290	2064	SKIDSTEER ROT MOWER 8IN CAP 60IN DECK HF	$423	$1,116	$2,210
290	2065	SKIDSTEER ATTACHMENT FORESTRY MULCHER	$814	$1,932	$3,790
290	2070	SKIDSTEER ATTACHMENT PLANER 14IN SF	$331	$1,070	$2,041
290	2073	SKIDSTEER ATTACHMENT PLANER 18IN HF	$386	$1,116	$2,093
290	2075	SKIDSTEER ATTACHMENT PLANER 24IN HF	$451	$1,395	$2,488
290	2080	SKIDSTEER ATTACHMENT TILLER	$112	$314	$684
290	2092	SKIDSTEER ATTACHMENT POST DRIVER	$128	$365	$912
290	2095	SKIDSTEER ATTACHMENT SPREADER	$79	$219	$657
290	2100	SKIDSTEER ATTACHMENT TREE BOOM	$71	$202	$383
290	2105	SKIDSTEER ATTACHMENT TILE SCRAPER	$81	$232	$437
290	2120	SKIDSTEER ATTACHMENT SHEAR	$116	$386	$916
290	2125	SKIDSTEER ATTACHMENT DOZER BLADE	$71	$202	$383
290	2135	SKIDSTEER ATTACHMENT VACUUM LIFT BATTERY	$181	$423	$870
290	2140	SKIDSTEER ATTACHMENT FORKS 42IN	$40	$115	$255
290	2145	SKIDSTEER ATTACHMENT FORKS 48IN	$40	$115	$255
290	2148	SKIDSTEER ATTACHMENT FORKS 72IN	$86	$247	$563
290	2195	SKIDSTEER ATTACHMENT ASPHALT FLOAT	$172	$395	$958
290	2210	SKIDSTEER ATTACHMENT BREAKER 191-290 LBS	$168	$478	$1,003
290	2220	SKIDSTEER ATTACHMENT BREAKER 291-390 LBS	$168	$478	$1,003
290	2225	SKIDSTEER ATTACHMENT BREAKER 391-600 LBS	$198	$565	$1,228
290	2230	COMBO SSL M-EX ATTACH BREAKER 391-600LBS	$198	$565	$1,228
290	2235	SKIDSTEER ATTACHMENT BREAKER 601-900 LBS	$198	$565	$1,228
290	2300	SKIDSTEER ATTACHMENT BUCKET 36IN	$9	$28	$83
290	2332	SKIDSTEER ATTACHMENT BUCKET 56IN LOW-PRO	$9	$28	$83
290	2340	SKIDSTEER ATTACHMENT BUCKET 62IN	$9	$28	$83
290	2345	SKIDSTEER ATTACHMENT BUCKET 62IN 4 IN 1	$60	$145	$410
290	2350	SKIDSTEER ATTACHMENT BUCKET 62IN LOW-PRO	$9	$28	$83
290	2360	SKIDSTEER ATTACHMENT BUCKET 66IN	$9	$28	$83
290	2365	SKIDSTEER ATTACHMENT BUCKET 66IN 4 IN 1	$60	$145	$410
290	2370	SKIDSTEER ATTACHMENT BUCKET 66IN LOW-PRO	$9	$28	$83
290	2380	SKIDSTEER ATTACHMENT BUCKET 68IN	$9	$28	$83
290	2385	SKIDSTEER ATTACHMENT BUCKET 68IN 4 IN 1	$60	$145	$410
290	2390	SKIDSTEER ATTACHMENT BUCKET 68IN LOW-PRO	$9	$28	$83

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Florida

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EARTHMOVING - SKIDSTEER ATTACHMENTS					
290	2400	SKIDSTEER ATTACHMENT BUCKET 72IN	$9	$28	$83
290	2402	SKIDSTEER ATTACHMENT BUCKET 72IN LOW-PRO	$9	$28	$83
290	2405	SKIDSTEER ATTACHMENT BUCKET 72IN 4 IN 1	$60	$145	$410
290	2420	SKIDSTEER ATTACHMENT BUCKET 74IN	$9	$28	$83
290	2425	SKIDSTEER ATTACHMENT BUCKET 74IN 4 IN 1	$60	$145	$410
290	2430	SKIDSTEER ATTACHMENT BUCKET 74IN LIGHT	$9	$28	$83
290	2435	SKIDSTEER ATTACHMENT BUCKET 74IN LOW-PRO	$9	$28	$83
290	2440	SKIDSTEER ATTACHMENT BUCKET 78IN LOW-PRO	$9	$28	$83
290	2460	SKIDSTEER ATTACHMENT BUCKET 80IN	$9	$28	$83
290	2467	SKIDSTEER ATTACHMENT BUCKET 80IN LOW-PRO	$9	$28	$83
290	2475	SKIDSTEER ATTACHMENT BUCKET 84IN	$9	$28	$83
290	2500	SKIDSTEER ATTACHMENT BRUSH GRAPPLE	$74	$214	$501
290	2502	SKIDSTEER ATTACHMENT GRAPPLE BKT 36IN	$59	$182	$488
290	2505	SKIDSTEER ATTACHMENT GRAPPLE BKT 60-65IN	$79	$232	$521
290	2510	SKIDSTEER ATTACHMENT GRAPPLE BKT 66-71IN	$79	$232	$521
290	2515	SKIDSTEER ATTACHMENT GRAPPLE BKT 72-77IN	$79	$232	$521
290	2600	TOOLCAT ATTACHMENT SPREADER	$84	$243	$557
290	3047	TRACTOR ATTACHMENT FLAIL MOWER	$84	$256	$660
EARTHMOVING - SKIDSTEER LOADERS					
200	1310	SKIDSTEER LOADER 250-750LB ROPS	$204	$579	$1,624
200	1311	SKIDSTEER LOADER 250-750LB CAB	$214	$591	$1,670
200	1350	SKIDSTEER LOADER 1300-2099LB ROPS	$211	$530	$1,372
200	1351	SKIDSTEER LOADER 1300-2099LB CAB	$229	$563	$1,455
200	1352	SKIDSTEER LOADER 1751-2099LB ROPS HF	$229	$563	$1,455
200	1353	SKIDSTEER LOADER 1751-2099LB CAB HF	$250	$605	$1,479
200	1360	SKIDSTEER LOADER 2100-2399LB ROPS	$294	$688	$1,558
200	1361	SKIDSTEER LOADER 2100-2399LB CAB	$321	$772	$1,609
200	1362	SKIDSTEER LOADER 2100-2399LB ROPS HF	$321	$772	$1,609
200	1370	SKIDSTEER LOADER 2400-2999LB ROPS	$294	$688	$1,558
200	1371	SKIDSTEER LOADER 2400-2999LB CAB	$321	$772	$1,609
200	1372	SKIDSTEER LOADER 2400-2999LB ROPS HF	$321	$772	$1,609
200	1373	SKIDSTEER LOADER 2400-2999LB CAB HF	$330	$813	$1,739
200	1382	SKIDSTEER LOADER OVER 3000LB ROPS HF	$405	$973	$2,172
EARTHMOVING - TRACK LOADERS					
200	1420	COMPACT TRACK LOADER 600-1299LB ROPS	$328	$852	$2,167
200	1430	COMPACT TRACK LOADER 1300-1699LB ROPS	$328	$852	$2,167
200	1431	COMPACT TRACK LOADER 1300-1699LB CAB	$348	$874	$2,253
200	1440	COMPACT TRACK LOADER 1700-1999LB ROPS	$328	$852	$2,167
200	1441	COMPACT TRACK LOADER 1700-1999LB CAB	$348	$874	$2,253
200	1450	COMPACT TRACK LOADER 2000-2399LB ROPS	$328	$852	$2,167

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EARTHMOVING - TRACK LOADERS					
200	1451	COMPACT TRACK LOADER 2000-2399LB CAB	$348	$874	$2,253
200	1452	COMPACT TRACK LOADER 2000-2399LB ROPS HF	$348	$874	$2,253
200	1453	COMPACT TRACK LOADER 2000-2399LB CAB HF	$365	$912	$2,353
200	1460	COMPACT TRACK LOADER 2400-2799LB ROPS	$365	$912	$2,353
200	1461	COMPACT TRACK LOADER 2400-2799LB CAB	$377	$986	$2,414
200	1463	COMPACT TRACK LOADER 2400-2799LB CAB HF	$400	$1,070	$2,682
200	1470	COMPACT TRACK LOADER 2800LB & OVER ROPS	$400	$1,070	$2,682
200	1471	COMPACT TRACK LOADER 2800LB & OVER CAB	$419	$1,111	$2,790
200	1472	COMPACT TRACK LOADER 2800LB & UP ROPS HF	$419	$1,111	$2,790
200	1473	COMPACT TRACK LOADER 2800LB & UP CAB HF	$432	$1,149	$2,883
EARTHMOVING - TRACKED MINI SKIDLOADERS					
200	1015	MINI WHEEL LOADER W/B < 600LB CAPBATTERY	$456	$1,116	$2,988
200	1020	MINI TRACK LOADER W/B < 600LB CAP GAS	$251	$721	$1,674
200	1030	MINI TRACK LOADER W/B < 600LB CAP DSL	$251	$721	$1,674
200	1040	MINI TRK LOADER W/B > 600LB <1000LB	$279	$795	$1,786
200	1045	MINI TRACK LOADER W/B > 1,000LB CAP DSL	$335	$879	$2,093
EARTHMOVING - TRACTOR ATTACHMENTS					
290	3020	TRACTOR ATTACHMENT RIPPER	$50	$144	$365
290	3030	TRACTOR ATTACHMENT BOX BLADE	$50	$144	$365
290	3040	TRACTOR ATTACHMENT ROTARY BRUSH MOWER	$66	$158	$432
290	3060	TRACTOR ATTACHMENT TILLER	$76	$218	$593
290	8000	DOZER ATTACHMENT ROOT RAKE NO CLAMP	$76	$193	$386
EARTHMOVING - WALK-BEHIND TRENCHERS					
280	1020	TRENCHER W/B TRACK 24IN GAS	$198	$577	$1,026
280	1040	TRENCHER W/B TRACK 36IN GAS	$209	$584	$1,067
280	1060	TRENCHER W/B WHEEL 0IN TO 18IN GAS	$145	$397	$824
280	1070	TRENCHER W/B WHEEL 24IN GAS	$189	$540	$949
EARTHMOVING - WHEEL LOADER ATTACHMENTS					
290	6070	EXCAVAT 28K-39K BUCKET SCREEN 48IN QC	$40	$97	$273
290	6210	EXCAVAT 39K-50K BUCKET SMOOTH 66IN PO	$74	$172	$478
290	7000	LOADER ATTACHMENT ROOT RAKE NO CLAMP	$112	$265	$493
290	7005	LOADER ATTACHMENT ROOT RAKE W CLAMP	$198	$458	$866
290	7010	LOADER ATTACHMENT LANDSCAPE RAKE	$124	$285	$634
290	7020	LOADER ATTACHMENT SNOW PUSHER	$127	$358	$739
290	7025	LOADER ATTACHMENT BOOM	$81	$153	$342
290	7030	LOADER ATTACHMENT TRUSS BOOM	$81	$153	$342
290	7038	FORKS FOR 1-1.4 YD WHEEL LOADER 48-60IN	$93	$242	$465
290	7040	FORKS FOR 2.5-3.5 YD WHEEL LOADER 48IN	$93	$242	$465

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EARTHMOVING - WHEEL LOADER ATTACHMENTS					
290	7045	FORKS FOR 2.5-3.5 YD WHEEL LOADER 60IN	$107	$280	$540
290	7050	FORKS FOR 2.5-3.5 YD WHEEL LOADER 72IN	$107	$280	$540
290	7055	FORKS FOR 2.5-3.5 YD WHEEL LOADER 96IN	$135	$302	$581
290	7060	FORKS FOR 2.5-3.5 YD WHEEL LOADER 96IN	$149	$330	$623
290	7070	FORKS FOR 4.0-4.5 YD WHEEL LOADER 60IN	$125	$321	$586
290	7075	FORKS FOR 4.0-4.5 YD WHEEL LOADER 72IN	$135	$310	$661
290	7085	FORKS FOR 4.0-4.5 YD WHEEL LOADER 96IN	$153	$356	$711
290	7110	LOADER BUCKET <4YD	$50	$144	$307
290	7115	LOADER BUCKET 4YD AND OVER	$74	$186	$387
290	7120	LOADER BUCKET COMBINATION	$93	$237	$542
290	7140	LOADER BUCKET ROLLOUT 5-6YD	$270	$609	$1,733
290	7145	LOADER BUCKET ROLLOUT 7.5YD AND OVER	$312	$725	$1,814
290	7150	LOADER BUCKET SIDE DUMP	$112	$326	$739
290	7155	LOADER ATTACHMENT PIPE GRAPPLE FORK	$149	$395	$1,095
290	7157	LOADER ATTACHMENT GRAPPLE BUCKET	$112	$326	$739
EARTHMOVING - WHEEL LOADERS					
265	1010	COMPACT LOADER 0.75 YD STD BKT DSL	$512	$1,116	$2,790
265	1110	COMPACT LOADER 1.0-1.4 YD STD BKT DSL	$558	$1,190	$2,930
265	1300	WHEEL LOADER 2.0-2.4 YD STD BKT DSL	$553	$1,535	$3,682
265	1310	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	$702	$1,837	$5,148
265	1320	WHEEL LOADER 2.5-3.4 YD MP BKT DSL	$746	$2,046	$5,365
265	1410	WHEEL LOADER 3.5-3.9 YD STD BKT DSL	$746	$2,046	$5,365
265	1510	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	$882	$2,232	$7,103
265	1520	WHEEL LOADER 4.0-4.5 YD MP BKT DSL	$882	$2,232	$7,103
FLOOR CARE AND SURFACE PREP - CARPET CLEANERS					
105	3810	CARPET EXTRACTOR/CLEANER PORTABLE	$38	$146	$284
105	3815	CARPET EXTRACTOR/CLEANER PORTABLE W/HEAT	$50	$193	$434
105	3816	CARPET EXTRACTOR/CLEANER WALKBEHIND 12IN	$70	$214	$405
105	3818	CARPET EXTRACTOR/CLEANER WALKBEHIND 17IN	$111	$287	$609
FLOOR CARE AND SURFACE PREP - CONCRETE GRINDERS					
100	4220	GRINDER CONCRETE FLOOR 22IN DUAL115/230V	$145	$548	$1,087
100	4230	GRINDER CONCRETE FLOOR 9-11" SINGLE 115V	$121	$456	$905
100	4235	GRINDER CONCRETE EDGE 7IN 115V 1PH	$121	$446	$902
100	4236	GRINDER CONCRETE EDGE 11IN 230V 1PH	$163	$698	$1,609
100	4237	GRINDER CONCRETE FLOOR 18IN SINGLE 120V	$233	$879	$1,744
100	4250	GRINDER CONCRETE FLOOR 10IN SINGLE GAS	$145	$548	$1,087
100	4255	GRINDER CONCRETE FLOOR 16IN GAS	$233	$879	$1,744
100	4260	GRINDER CONCRETE FLOOR 22IN DUAL GAS	$145	$548	$1,087
100	4275	GRINDER CONCRETE FLOOR 20IN 240V 1PH	$321	$1,074	$2,492

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
FLOOR CARE AND SURFACE PREP - CONCRETE GRINDERS					
100	4281	GRINDER CONCRETE FLOOR 26IN LPG	$460	$1,604	$3,985
100	4282	GRINDER CONCRETE FLOOR 32IN 480V 3PH MAN	$614	$1,953	$6,040
100	4290	GRINDER CONCRETE CEILING W/HEPA VAC 120V	$51	$159	$261
100	4295	CONCRETE SCARIFIER PLANER 8IN 115V	$288	$977	$2,023
FLOOR CARE AND SURFACE PREP - CONCRETE PLANERS					
100	4300	CONCRETE SCARIFIER PLANER 8IN 230V 1PH	$288	$977	$2,023
100	4310	CONCRETE SCARIFIER PLANER 8IN GAS	$288	$977	$2,023
100	4320	CONCRETE SCARIFIER PLANER 10IN GAS	$290	$1,056	$2,079
FLOOR CARE AND SURFACE PREP - DRUM TYPE FLOOR SANDERS					
100	5020	SANDER ORBITAL 12 IN FLOOR DUST CONTROL	$58	$219	$434
100	5300	SANDER ORBITAL 12 IN FLOOR	$58	$219	$419
100	5310	SANDER DRUM 8 IN ELECTRIC	$58	$219	$419
FLOOR CARE AND SURFACE PREP - DUST EXTRACTION VACUUMS					
105	1715	VACUUM CANISTER DRY 150 CFM 120V 1PH	$30	$122	$280
105	1725	VACUUM CANISTER DRY 200 CFM 120V 1PH	$46	$178	$407
105	1735	VACUUM DROP BAG DRY 200 CFM 120V 1PH	$46	$178	$407
105	1740	VACUUM DROP BAG DRY 250 CFM 120V 1PH	$46	$178	$407
105	1742	VACUUM DROP BAG DRY 300 CFM 240V 3PH	$90	$348	$805
105	1743	VACUUM DROP BAG DRY 300 CFM 240V 1PH	$90	$348	$805
105	1744	VACUUM DROP BAG DRY 300 CFM LP	$90	$348	$805
105	1745	VACUUM CANISTER DRY 300 CFM 120V 1PH	$46	$178	$407
105	1746	VACUUM DROP BAG DRY 300 CFM 120V 1PH	$46	$178	$407
105	1747	VACUUM DROP BAG DRY 350 CFM 480V 3PH	$149	$446	$1,335
105	1749	VACUUM DROP BAG DRY SILICA 400 CFM LP	$121	$377	$1,074
FLOOR CARE AND SURFACE PREP - FLOOR BUFFER & POLISHERS					
100	5400	BUFFER 13IN ELECTRIC	$34	$126	$251
100	5410	BUFFER 17IN ONE SPEED 175 RPM 120V	$47	$182	$363
100	5420	BUFFER 20IN DUAL SPEED 175/320 RPM 120V	$58	$219	$423
100	5430	BURNISHER 20IN HIGH SPEED ELECTRIC	$58	$219	$423
100	5435	BURNISHER 28IN HIGH SPEED LP	$242	$472	$1,337
FLOOR CARE AND SURFACE PREP - FLOOR EDGER					
100	5320	SANDER FLOOR EDGER 7 IN ELECTRIC	$38	$146	$290
FLOOR CARE AND SURFACE PREP - FLOOR SCRUBBERS					
105	3702	SCRUBBER W/B 14-15 IN PATH BATTERY	$122	$316	$820
105	3705	SCRUBBER MOP W/B 18 IN PATH BATTERY	$149	$552	$1,232
105	3710	SCRUBBER W/B 20 IN PATH BATTERY	$242	$695	$1,651

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AFFECTED REGIONS / BRANCHES

Florida

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FLOOR CARE AND SURFACE PREP - FLOOR SCRUBBERS					
105	3714	SCRUBBER W/B 32 IN PATH BATTERY CYL	$274	$795	$1,855
105	3715	SCRUBBER W/B 32 IN PATH BATTERY DISC	$274	$795	$1,855
105	3717	SCRUBBER STAND-ON 24-26 IN PATH BATTERY	$315	$921	$1,948
105	3719	SCRUBBER RIDE-ON 26-28IN PATH BATT DISC	$367	$1,019	$2,153
105	3720	SCRUBBER RIDE-ON 36-39 IN PATH CYL BATT	$407	$1,070	$2,412
105	3740	SCRUBBER RIDE-ON 40-54 IN PATH CYL LP	$507	$1,418	$3,101
FLOOR CARE AND SURFACE PREP - FLOOR STRIPPERS					
100	4000	FLOOR SCRAPER W/B 120LB ELEC	$112	$448	$1,009
100	4025	FLOOR SCRAPER W/B 500LB ELEC/HYDRAULIC	$442	$1,322	$3,078
100	4030	FLOOR SCRAPER RIDE-ON BATTERY 2300LB	$930	$2,783	$5,450
100	4035	FLOOR SCRAPER RIDE-ON BATTERY 2800LB	$1,256	$3,613	$7,328
100	4040	FLOOR SCRAPER RIDE-ON 2850LB LP	$1,256	$3,613	$8,344
FLOOR CARE AND SURFACE PREP - FLOOR SWEEPERS					
105	3500	KOMBI POWERHEAD UNIT GAS	$35	$142	$321
105	3580	SWEEPER W/B PUSH 25 IN PATH BATTERY	$178	$465	$981
105	3585	SWEEPER W/B SELF-PROP 28-30 IN PATH BATT	$195	$545	$1,187
105	3590	SWEEPER W/B SELF-PROP 34 IN PATH BATTERY	$219	$614	$1,475
105	3596	SWEEPER W/B 36 IN PATH GAS	$103	$151	$442
105	3598	SWEEPER MICRO 38-41IN PATH RIDE-ON BATT	$288	$893	$2,302
105	3600	SWEEPER MID-SIZED 50 IN RIDE-ON LP	$386	$1,059	$2,344
105	3605	SWEEPER MID-SIZED 60 IN RIDE-ON BATTERY	$400	$1,256	$2,678
105	3610	SWEEPER LARGE 62 IN RIDE-ON LP	$458	$1,260	$2,678
105	3615	SWEEPER LARGE 62 IN RIDE-ON DSL	$603	$1,604	$3,892
105	3760	SWEEPER/SCRUBBER INDUST RIDE-ON LPG 40IN	$561	$1,590	$3,618
105	3765	SWEEPER/SCRUBBER INDUST RIDE-ON LPG 48IN	$698	$2,051	$4,218
FLOOR CARE AND SURFACE PREP - SANDBLASTERS					
100	5160	ABRASIVE BLASTING POT 3.5 CU FT	$86	$246	$563
FLOOR CARE AND SURFACE PREP - SCABBLERS					
100	4400	SCABBLER HANDHELD AIR	$58	$172	$404
100	4410	SCABBLER WALK BEHIND 29 IN AIR	$241	$533	$1,082
FLOOR CARE AND SURFACE PREP - SCALERS					
100	4620	FLOOR SCALER CHISEL AIR	$38	$105	$256
100	4630	SCALER NEEDLE SCALER FLUX AIR	$19	$55	$145
FLOOR CARE AND SURFACE PREP - SHOT BLASTERS					
100	4700	SHOT BLASTER CONCRETE 8 IN 120V W/B	$395	$1,256	$2,355
100	4705	SHOT BLASTER CONCRETE 10IN 240V 3PH W/B	$891	$1,781	$5,618

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Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
FLOOR CARE AND SURFACE PREP - SHOT BLASTERS					
FLOOR CARE AND SURFACE PREP - WET & DRY VACUUMS					
105	1630	VACUUM WET/DRY 6-9 GALLON 110-150CFM	$24	$90	$180
105	1650	VACUUM WET/DRY 10-15 GALLON 135CFM	$28	$109	$218
105	1700	VACUUM WET/DRY INDUSTRIAL 55 GAL AIR	$46	$177	$339
105	1705	VACUUM COREDRILL WATER MANAGEMENT SYSTEM	$54	$177	$339
105	1800	VACUUM WATER EXTRACTOR W/AUTO PUMPOUT	$86	$246	$542
140	3310	FILTER POT SS 2 VESSELS BAG SKID	$193	$591	$1,674
150	3020	ROLLER ASPHALT 9 WHL PNUEMATIC 68IN 12TN	$511	$1,516	$3,953
200	1050	MINI TRACK LOADER W/B 2000LB CAP DSL	$400	$1,074	$2,544
240	1620	MINI-EXCAVATOR 12000 LBS DSL CAB WHEELED	$930	$2,232	$5,580
250	1450	DOZER WIDE TRACK 106-130 HP ROPS	$1,070	$2,669	$6,603
280	1010	TRENCHER CABLE INSTALLER W/B GAS	$107	$348	$703
HEATERS - ELECTRIC - ELECTRIC					
715	0237	150KW ELECT HEATER 480V 3PH 5IN SP NAROW	$577	$1,323	$3,009
LIGHTING - PORTABLE LIGHTS					
110	1575	LIGHT LED 360 DEGREE TRIPOD 115V	$16	$43	$107
MATERIAL HANDLING					
480	1282	PALLET LIFT 6000LB 96IN RIDE-ON ELEC	$171	$525	$1,288
MATERIAL HANDLING - AIRCRAFT					
640	2100	BELT LOADER DRIVABLE AIRCRAFT DSL	$465	$1,172	$3,162
640	2200	BAGGAGE TRACTOR AIRCRAFT GAS 5500 LB	$312	$837	$2,418
640	2205	BAGGAGE TRACTOR AIRCRAFT CAB GAS 5500LB	$312	$837	$2,418
640	2220	BAGGAGE TRACTOR AIRCRAFT DSL 5500 LB	$326	$930	$2,511
640	4960	TRACTOR AIRCRAFT TOWBAR 40000 GVW	$1,674	$3,534	$9,300
640	5000	TRACTOR AIRCRAFT TOWBAR 110000 GVW	$2,697	$7,233	$18,600
MATERIAL HANDLING - CARRY DECK CRANES					
350	2010	CRANE CARRY DECK DUAL FUEL 5000LB 15FT	$395	$1,149	$3,148
350	2030	CRANE CARRY DECK DSL 8000LB 19FT	$586	$1,511	$4,004
350	2040	CRANE CARRY DECK DUAL FUEL 8000LB 19FT	$586	$1,511	$4,004
350	2060	CRANE CARRY DECK DSL 18000LB 30FT	$693	$1,902	$4,492
350	2070	CRANE CARRY DECK DUAL FUEL 18000LB 30FT	$693	$1,902	$4,492
350	2090	CRANE CARRY DECK DSL 30000LB 50FT	$949	$2,478	$6,236
350	2100	CRANE CARRY DECK DUAL FUEL 30000LB 50FT	$949	$2,478	$6,236
350	2115	CRANE CARRY DECK LPG 36000LB 50FT	$1,046	$2,827	$6,798
MATERIAL HANDLING - CHAIN HOISTS					

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - CHAIN HOISTS					
480	1190	PALLET DBL REACH TRUCK 3000LB STD ON ELE	$316	$772	$1,879
480	1195	PALLET DBL REACH TRUCK 4000LB STD ON ELE	$372	$828	$2,093
480	1200	PALLET REACH TRUCK 3500LB STAND ON ELEC	$437	$1,042	$2,502
480	2120	HOIST CHAIN 1/2 TON 8-15	$7	$18	$48
480	2160	HOIST 1/2 TON CHAIN W/OVERLOAD 20FT	$11	$23	$68
480	2175	HOIST CHAIN AIR 1 TON 30-50	$171	$684	$1,351
480	2180	HOIST 1 TON CHAIN W/OVERLOAD 20FT	$13	$31	$90
480	2200	HOIST 1 TON CHAIN W/OVERLOAD 30	$13	$31	$90
480	2220	HOIST CHAIN 1 TON 20-40	$11	$28	$77
480	2240	HOIST CHAIN 1-1/2 TON 20-40	$14	$37	$102
480	2260	HOIST 1 1/2 TON CHAIN W/OVERLOAD 20FT	$18	$45	$123
480	2280	HOIST 1 1/2TON CHAIN W/OVERLOAD 30FT	$19	$47	$130
480	2300	HOIST 2 TON CHAIN W/OVERLOAD 20FT	$21	$54	$146
480	2320	HOIST CHAIN 2 TON 8-15	$19	$47	$130
480	2340	HOIST CHAIN 2 TON 20-40	$14	$37	$102
480	2380	HOIST CHAIN 2TON MANUAL 30	$21	$54	$146
480	2400	HOIST CHAIN 3 TON 20-40	$22	$56	$151
480	2420	HOIST 3 TON CHAIN W/OVERLOAD 20FT	$24	$64	$173
480	2460	HOIST CHAIN 3TON MANUAL 20	$24	$64	$173
480	2520	HOIST 5 TON CHAIN W/OVERLOAD 20FT	$37	$98	$251
480	2540	HOIST CHAIN 5 TON 20-40	$35	$89	$228
480	2560	HOIST CHAIN 5TON MANUAL 30	$38	$97	$261
480	2600	HOIST CHAIN 8TON MANUAL 20	$70	$178	$481
480	2620	HOIST CHAIN 10 TON 8-15	$84	$216	$549
480	2640	HOIST CHAIN 10 TON 20-30	$88	$228	$591
480	2680	HOIST CHAIN AIR 3 TON	$65	$157	$432
480	2687	HOIST CHAIN AIR 6 TON 20-50 FT	$270	$791	$2,414
480	2692	HOIST CHAIN AIR 6 TON 100FT LIFT	$391	$1,009	$2,812
480	2700	ENGINE HOIST 4000 LB	$30	$115	$339
480	3040	POWERED HAND CRANE 300 LBS CAP BATT	$60	$166	$446
480	3314	HOIST ELECTRIC CHAIN 1 TON 40 FT 120V	$112	$271	$665
480	3316	HOIST ELECTRIC CHAIN 1 TON 50 FT 120V	$112	$271	$665
480	3318	HOIST ELECTRIC CHAIN 1 TON 60 FT 120V	$112	$271	$665
480	3329	HOIST ELECTRIC CHAIN 2 TON 40 FT 120V	$135	$327	$820
480	3331	HOIST ELECTRIC CHAIN 2 TON 50 FT 120V	$135	$327	$820
480	3333	HOIST ELECTRIC CHAIN 2 TON 60 FT 120V	$135	$327	$820
480	3428	MATERIAL LIFT 400 LBS 5 FT MANUAL	$25	$74	$218
480	3460	MATERIAL LIFT 1000 LBS 10 FT MANUAL	$71	$279	$577
480	3475	MATERIAL LIFT 450 LBS 12 FT MANUAL	$71	$279	$577
480	3480	MATERIAL LIFT 650 LBS 12 FT MANUAL	$71	$279	$577
480	3500	MATERIAL LIFT 300 LBS 12 FT PNEUMATIC	$81	$312	$660
480	3510	MATERIAL LIFT 350 LBS 10-12 FT MANUAL	$81	$312	$660

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Florida

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MATERIAL HANDLING - CHAIN HOISTS					
480	3525	MATERIAL LIFT 450 LBS 16 FT MANUAL	$81	$312	$660
480	3540	MATERIAL LIFT 650 LBS 18 FT MANUAL	$81	$312	$660
480	3560	MATERIAL LIFT 250 LBS 18 FT PNEUMATIC	$81	$312	$660
480	3580	MATERIAL LIFT 650 LBS 20 FT MANUAL	$97	$372	$786
480	3600	MATERIAL LIFT 650 LBS 24 FT MANUAL	$97	$372	$786
480	3630	MATERIAL LIFT 800 LBS 12 FT MANUAL	$86	$257	$693
480	3660	MATERIAL LIFT 1100 LBS 15 FT MANUAL	$101	$395	$837
480	4160	CABLE REEL STAND 6000LB CAPACITY	$19	$59	$128
480	4170	CABLE REEL STAND 10000LB CAP	$90	$270	$525
480	9150	MOBI-MAT VEHICLE MOBILITY MAT 5X50	$133	$353	$628
MATERIAL HANDLING - CONVEYORS					
480	2790	CONVEYOR MATERIAL 10FT X 12IN	$101	$305	$795
480	2795	CONVEYOR MATERIAL 10FT X 18IN	$107	$316	$818
480	2800	CONVEYOR MATERIAL TOWABLE 24-26FT ELEC	$316	$800	$1,895
MATERIAL HANDLING - CRANE WALK BEHIND					
350	3210	CRANE WALK-BEHIND BOOM 3000LB BATTERY	$335	$851	$2,125
350	3225	CRANE WALK-BEHIND 1950LB CAP BATTERY	$851	$2,074	$5,932
MATERIAL HANDLING - DOLLIES					
480	1060	DOLLY STAIR CLIMBER 1500# CAP	$73	$257	$542
480	1080	ROLALIFT 6000LBS HYD DOLLY 1 PAIR	$83	$292	$616
MATERIAL HANDLING - DRYWALL LIFTS					
100	7030	SHEETROCK JACK	$34	$120	$253
MATERIAL HANDLING - DUCT RODDER					
480	4185	DUCT RODDER 5/16IN 1000FT	$86	$193	$410
480	4186	DUCT RODDER 5/16IN 600FT	$66	$169	$288
MATERIAL HANDLING - ELECTRIC PALLET JACKS					
480	1180	PALLET REACH TRUCK 4500LB STAND ON ELEC	$316	$772	$1,879
480	1205	PALLET REACH TRUCK 4500LB 421IN LIFT ELE	$498	$1,181	$2,916
480	1210	PALLET ORDER PICKER 3000LB STAND ON ELEC	$214	$544	$1,349
480	1224	PALLET STACKER 2500LB ADJ STRAD W/B ELEC	$157	$488	$1,181
480	1229	PALLET STACKER 3000LB STRADDLE W/B ELEC	$167	$504	$1,246
480	1230	PALLET STACKER 3000LB COUNT WGT W/B ELEC	$189	$558	$1,409
480	1239	PALLET STACKER 4000LB STRADDLE W/B ELEC	$189	$558	$1,409
480	1240	PALLET STACKER 4000LB COUNT WGT W/B ELEC	$189	$558	$1,409
480	1250	PALLET LIFT 4000LB W/B ELEC	$116	$451	$990
480	1260	PALLET LIFT 4500LB W/B ELEC 48IN	$116	$451	$990

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MATERIAL HANDLING - ELECTRIC PALLET JACKS					
480	1280	PALLET LIFT 6000LB 48IN RIDE-ON ELEC	$167	$504	$1,246
MATERIAL HANDLING - EQUIPMENT ROLLER SYSTEMS					
480	1340	MACHINE ROLLERS 8 TON SET OF 4	$58	$206	$386
480	1360	MACHINE ROLLERS 15 TON SET OF 4	$58	$206	$386
480	1390	MACHINE ROLLERS 30 TON SET OF 4	$58	$206	$386
MATERIAL HANDLING - GANTRIES & TROLLEYS					
480	3060	GANTRY CRANE 2 TON	$300	$772	$1,786
480	3065	GANTRY CRANE 2 TON 154IN HEIGHT	$321	$791	$1,953
480	3080	GANTRY CRANE 3 TON	$331	$816	$2,039
MATERIAL HANDLING - GLASS HANDLER					
340	1050	GLASS HANDLER 770LB 9'-4" ELEC	$465	$1,442	$4,297
340	1060	GLASS HANDLER 1265LB 11'-10" ELEC	$605	$1,832	$5,613
340	1080	GLASS HANDLER 1730LB 12'-9" ELEC	$767	$2,226	$6,733
340	1090	GLASS HANDLER 2200LB 13'-5" ELEC	$814	$2,436	$7,779
340	1300	GLASS HANDLER 550LB 9FT 7IN MANUAL	$181	$423	$917
MATERIAL HANDLING - HYDRAULIC JACKING CYLINDERS					
480	5530	PUMP HYD SHORING PLASTIC MANUAL	$12	$22	$60
480	5540	PORTAPOWER PUMP 1 SPEED MANUAL	$23	$47	$140
480	5560	PORTAPOWER PUMP 2 SPEED MANUAL	$23	$47	$140
481	1028	CYLINDER HYD THREADED END SA 10 T >1 IN	$12	$46	$91
481	1030	CYLINDER HYD LP PANCAKE SA 10 T >1 IN	$7	$33	$64
481	1040	CYLINDER HYD GENERAL SA 10 T 4 IN	$9	$43	$79
481	1042	CYLINDER HYD GENERAL SA 10 T 6 IN	$12	$46	$91
481	1048	CYLINDER HYD GENERAL SA 10 T 8 IN	$14	$54	$112
481	1052	CYLINDER HYD GENERAL SA 10 T 10 IN	$14	$56	$114
481	1090	CYLINDER HYD LP PANCAKE SA 20 T >1 IN	$19	$78	$153
481	1108	CYLINDER HYD GENERAL SA 25 T 2 IN	$14	$60	$121
481	1112	CYLINDER HYD GENERAL SA 25 T 6 IN	$19	$78	$153
481	1118	CYLINDER HYD GENERAL SA 25 T 8 IN	$24	$98	$186
481	1126	CYLINDER HYD GENERAL SA 25 T 14 IN	$34	$137	$270
481	1132	CYLINDER HYD LP PANCAKE SA 30 T >1 IN	$22	$89	$179
481	1134	CYLINDER HYD GENERAL SA 30 T 2 IN	$27	$112	$219
481	1158	CYLINDER HYD GENERAL SA 35 T 2 IN	$40	$158	$312
481	1162	CYLINDER HYD GENERAL SA 50 T 2 IN	$121	$474	$939
481	1186	CYLINDER HYD GENERAL SA 55 T 6 IN	$33	$132	$265
481	1189	CYLINDER HYD PUSHPULL DA 55-28 T 4 IN	$60	$233	$460
481	1260	CYLINDER HYD PUSHPULL DA 100-44 T 6 IN	$86	$346	$674
481	1526	JACK TOE ECONOMY 5 T 4 IN	$24	$99	$196

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - HYDRAULIC JACKING CYLINDERS					
481	1538	JACK TOE ECONOMY 10 T 5 IN	$33	$79	$182
MATERIAL HANDLING - LEVER HOISTS					
480	1620	HOIST 3/4 TON LEVER 20	$13	$27	$74
480	1700	HOIST 1 TON LEVER W/OVERLOAD 20	$14	$33	$84
480	1720	HOIST 1 1/2 TON LEVER 15	$14	$33	$84
480	1740	HOIST 1 1/2 TON LEVER 20	$14	$33	$84
480	1760	HOIST 1 1/2 TON LEVER W/OVERLOAD 20FT	$16	$38	$102
480	1780	HOIST 2 TON LEVER W/OVERLOAD 20	$19	$43	$114
480	1840	HOIST 3 TON LEVER W/ OVERLOAD 20FT	$23	$50	$137
480	1860	HOIST 3 TON LEVER 20-30	$20	$48	$121
480	1900	HOIST 6 TON LEVER W/ OVERLOAD 20FT	$33	$70	$191
MATERIAL HANDLING - LIFTING TOOLS & ACCESSORIES					
480	3240	TROLLEY 3 TONS	$23	$59	$165
480	3260	TROLLEY 5 TONS	$47	$128	$330
480	3280	TROLLEY 10 TONS	$56	$153	$423
MATERIAL HANDLING - MANUAL PALLET JACKS					
480	1130	PALLET LIFT 5500LB W/B MANUAL NARROW	$38	$135	$288
480	1135	PALLET LIFT 5500LB W/B MANUAL	$38	$135	$288
480	1137	PALLET LIFT 3000LB W/B MANUAL RAISED	$38	$135	$288
480	1140	PALLET LIFT 8000LB W/B MANUAL	$38	$135	$288
MATERIAL HANDLING - PORT-A-POWER					
480	5520	PUMP HYD 10000PSI SINGLE ACTING ELEC	$121	$344	$634
MATERIAL HANDLING - RAMPS					
480	1030	RAMP LOADING	$153	$360	$1,214
MATERIAL HANDLING - ROUGH TERRAIN CRANES					
350	3000	CRANE ROUGH TERRAIN DSL 30000LB 60FT	$674	$1,897	$5,673
MATERIAL HANDLING - ROUGH TERRAIN STRAIGHT MAST FORKLIFT					
455	1000	STRAIGHTMAST RT FORKLIFT 5000LB 4WD	$344	$884	$1,786
455	1010	STRAIGHTMAST RT FORKLIFT 6000LB 2WD	$344	$884	$1,786
455	1015	STRAIGHTMAST RT FORKLIFT CAB 6000LB 2WD	$372	$955	$2,069
455	1020	STRAIGHTMAST RT FORKLIFT 6000LB 4WD	$344	$884	$1,786
455	1025	STRAIGHTMAST RT FORKLIFT CAB 6000LB 4WD	$372	$955	$2,069
455	1027	STRAIGHTMAST RT FORKLIFT CAB 7000LB 4WD	$372	$955	$2,069
455	1030	STRAIGHTMAST RT FORKLIFT 8000LB 2WD	$344	$884	$1,786
455	1035	STRAIGHTMAST RT FORKLIFT CAB 8000LB 2WD	$372	$955	$2,069

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Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - ROUGH TERRAIN STRAIGHT MAST FORKLIFT					
455	1040	STRAIGHTMAST RT FORKLIFT 8000LB 4WD	$344	$884	$1,786
455	1042	STRAIGHTMAST RT FORKLIFT CAB 8000LB 4WD	$372	$955	$2,069
455	1045	STRAIGHTMAST RT FORKLIFT 8000LB 4WD LOWP	$372	$955	$2,069
455	1050	STRAIGHTMAST RT FORKLIFT 10000LB 2WD	$530	$1,545	$2,978
455	1065	STRAIGHTMAST RT FORKLIFT 12000LB 2WD	$530	$1,545	$2,978
455	1070	STRAIGHTMAST RT FORKLIFT 12000LB 4WD	$530	$1,545	$2,978
455	1080	STRAIGHTMAST RT FORKLIFT 20000LB 4WD	$652	$1,824	$4,347
MATERIAL HANDLING - ROUSTABOUTS					
480	1920	MATERIAL LIFT 1500 LBS 25 FT ROUSTABOUT	$91	$326	$687
480	1925	MATERIAL LIFT 1500 LBS 15 FT ROUSTABOUT	$77	$274	$579
MATERIAL HANDLING - SPYDER CRANES					
350	1130	CRAWLER CRANE 1990LB 22FT TIP BATT	$575	$1,495	$4,664
350	1145	CRAWLER CRANE 1990LB 37FT TIP JIB DF	$695	$2,000	$5,789
350	1150	CRAWLER CRANE 1990LB 37FT TIP JIB BATT	$695	$2,000	$5,789
350	1185	CRAWLER CRANE 5800LB 31FT TIP BATT	$695	$2,000	$5,789
350	1200	CRAWLER CRANE 6450LB 37FT TIP JIB DF	$695	$2,000	$5,789
350	1205	CRAWLER CRANE 6450LB 37FT TIP JIB BATT	$695	$2,000	$5,789
350	1210	CRAWLER CRANE 6450LB 37FT TIP JIB DSL	$695	$2,000	$5,789
350	1225	CRAWLER CRANE 5800LB 52FT TIP HYB	$855	$2,465	$7,626
350	1240	CRAWLER CRANE 6680LB 52FT TIP HYB	$855	$2,465	$7,626
350	1245	CRAWLER CRANE 6680LB 52FT TIP DSL	$855	$2,465	$7,626
350	1265	CRAWLER CRANE 6680LB 52FT TIP JIB HYBLMI	$855	$2,465	$7,626
350	1270	CRAWLER CRANE 5800LB 54FT TIP DSL LMI	$855	$2,465	$7,626
350	1285	CRAWLER CRANE 8920LB 68FT TIP HYB	$1,070	$2,883	$9,207
MATERIAL HANDLING - TELEHANDLER FORKLIFTS					
460	1000	TELEHANDLER 3000LB 13FT LIFT ROPS	$325	$848	$1,855
460	1005	TELEHANDLER 3000LB 13FT LIFT CAB	$341	$907	$1,948
460	1010	TELEHANDLER 5500LB 16-20FT LIFT ROPS	$325	$848	$1,855
460	1011	TELEHANDLER 5500LB 16-20FT LIFT ROPS BLK	$325	$848	$1,855
460	1015	TELEHANDLER 5500LB 16-20FT LIFT CAB	$341	$907	$1,948
460	1020	TELEHANDLER 6000LB 34-36FT LIFT ROPS	$386	$938	$2,132
460	1025	TELEHANDLER 6000LB 34-36FT LIFT CAB	$395	$1,009	$2,226
460	1030	TELEHANDLER 6000LB 42-44FT LIFT ROPS	$386	$938	$2,132
460	1035	TELEHANDLER 6000LB 42-44FT LIFT CAB	$395	$1,009	$2,226
460	1040	TELEHANDLER 8000LB 42-44FT LIFT ROPS	$409	$1,070	$2,409
460	1045	TELEHANDLER 8000LB 42-44FT LIFT CAB	$423	$1,107	$2,570
460	1050	TELEHANDLER 9000LB 42-44FT LIFT ROPS	$488	$1,395	$3,209
460	1055	TELEHANDLER 9000LB 42-44FT LIFT CAB	$512	$1,483	$3,302
460	1060	TELEHANDLER 10000LB 42-44FT LIFT ROPS	$521	$1,485	$3,348

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - TELEHANDLER FORKLIFTS					
460	1065	TELEHANDLER 10000LB 42-44FT LIFT CAB	$549	$1,535	$3,441
460	1070	TELEHANDLER 10000LB 50-56FT LIFT ROPS	$521	$1,485	$3,348
460	1071	TELEHANDLER 10000LB 50-56FT LIFTROPS BLK	$521	$1,485	$3,348
460	1075	TELEHANDLER 10000LB 50-56FT LIFT CAB	$549	$1,535	$3,441
460	1077	TELEHANDLER 10000LB 75FT LIFT CAB	$1,832	$5,343	$12,974
460	1080	TELEHANDLER 12000LB 55-56FT LIFT ROPS	$670	$1,948	$4,371
460	1081	TELEHANDLER 12000LB 55FT LIFT ROPS BLK	$670	$1,948	$4,371
460	1085	TELEHANDLER 12000LB 55-56FT LIFT CAB	$708	$2,048	$4,464
460	1087	TELEHANDLER 15-16000LB 44FT LIFT	$1,339	$3,534	$7,519
460	1088	TELEHANDLER 17000LB 32FT LIFT	$1,590	$4,385	$9,667
460	1090	TELEHANDLER 20000LB 44FT LIFT CAB	$1,981	$5,622	$15,624
MATERIAL HANDLING - TUGGERS					
480	4110	CABLE PULLER 2000 LB ELECTRIC	$121	$290	$791
480	4130	CABLE PULLER 6000LB ELECTRIC	$112	$347	$814
480	4150	CABLE PULLER 10000LB ELEC W/BOOM	$127	$483	$935
480	4153	CABLE PULLER 12K MULTI-SPEED ELEC	$144	$530	$1,056
480	4155	CABLE FEEDER	$121	$290	$753
480	4179	CABLE REEL ROLL 7.5 TON	$172	$535	$1,586
480	4180	CABLE REEL ROLLER 15 TON	$153	$483	$1,423
480	4190	CABLE FISH TAPE VAC SYSTEM	$33	$74	$219
MATERIAL HANDLING - WAREHOUSE FORKLIFT ATTACHMENTS					
490	1000	FORKLIFT ATTACHMENT LIFTING HOOK 10000LB	$50	$144	$291
490	1002	FORKLIFT ATTACHMENT LIFTING HOOK 12000LB	$56	$172	$358
490	1003	FORKLIFT ATTACHMENT LIFT-N-TOW 4000 LB	$43	$123	$252
490	1004	FORKLIFT ATTACHMENT LIFT-N-TOW 10000 LB	$43	$123	$252
490	1008	FORKLIFT ATTACHMENT 2 FT TRUSS BOOM	$60	$172	$377
490	1009	FORKLIFT ATTACHMENT 6-8 FT TRUSS BOOM	$60	$172	$377
490	1010	FORKLIFT ATTACHMENT 12-15 FT TRUSS BOOM	$60	$172	$377
490	1014	FORKLIFT ATTACHMENT BOOM STAND 2-17000LB	$191	$577	$1,390
490	1020	FORKLIFT ATTACH JIB BOOM 4-12FT 6K CAP	$60	$173	$381
490	1030	FORKLIFT ATTACHMENT CARPET POLE	$40	$115	$273
490	1040	FORKLIFT ATTACHMENT INDUSTRIAL SCALE	$98	$265	$507
490	1050	FORKLIFT ATTACHMENT TRASH HOPPER	$60	$132	$335
490	1055	FORKLIFT ATTACHMENT BIN CLAMP ROTATOR	$66	$189	$502
490	1070	FORKLIFT ATTACHMENT FORK ROTATOR 2500LB	$101	$316	$805
490	1073	FORKLIFT ATTACHMENT ROTATOR CLASS II	$101	$312	$781
490	1077	FORKLIFT ATTACHMENT ROTATOR CLASS III	$195	$531	$1,319
490	1080	FORKLIFT ATTACHMENT WORK PLATFORM	$101	$290	$548
490	1085	FORKLIFT SINGLE DOUBLE PALLET HANDLER	$98	$221	$586
490	1210	FORKLIFT ATTACHMENT BIN DUMPER 1YD	$66	$189	$502

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - WAREHOUSE FORKLIFT ATTACHMENTS				
490 1215	FORKLIFT ATTACHMENT BIN DUMPER 2YD	$66	$189	$502
490 1220	FORKLIFT ATTACHMENT BIN DUMPER 3YD	$74	$218	$525
490 1225	FORKLIFT ATTACHMENT BIN DUMPER 4YD	$81	$232	$567
490 1230	FORKLIFT ATTACHMENT BIN DUMPER 5YD	$81	$232	$567
490 1235	FORKLIFT ATTACHMENT TRASH HOPPER 3.75YD	$70	$167	$455
490 1240	FORKLIFT ATTACHMENT TRASH HOPPER 5.0YD	$70	$167	$455
490 1250	FORKLIFT ATTACHMENT BUCKET .50-.75YD	$60	$167	$405
490 1255	FORKLIFT ATTACHMENT BUCKET 1YD	$60	$167	$405
490 1260	FORKLIFT ATTACHMENT BUCKET 1.25YD	$60	$167	$405
490 1265	FORKLIFT ATTACHMENT BUCKET 1.5YD	$60	$167	$405
490 1270	FORKLIFT ATTACHMENT BUCKET 1.75YD	$65	$181	$442
490 1275	FORKLIFT ATTACHMENT BUCKET 2YD	$65	$181	$442
490 1400	FORKLIFT ATTACHMENT CARRIAGE	$60	$172	$377
490 1410	FORKLIFT ATTACHMENT SWING CARRIAGE	$86	$241	$638
490 1450	FORKLIFT ATTACHMENT FORK EXTENSIONS	$60	$172	$377
490 1460	FORKLIFT ATTACHMENT 48IN FORKS	$28	$88	$187
490 1470	FORKLIFT ATTACHMENT 60IN FORKS	$30	$97	$205
490 1480	FORKLIFT ATTACHMENT 72IN FORKS	$35	$100	$219
490 1517	FORKLIFT ATTACHMENT BOOMSTAND 40-60000LB	$292	$875	$1,655
490 1600	CRANE ATTACHMENT TRASH HOPPER	$60	$173	$387
490 1690	FORKLIFT BATTERY CHARGER 48V ONLY 115V	$33	$90	$209
490 1695	FORKLIFT BATTERY CHARGER FOR 48V & 80V	$40	$97	$270
499 0600	TRACKS/600S	$312	$884	$2,534
MATERIAL HANDLING - WAREHOUSE FORKLIFTS				
450 2000	WAREHOUSE FORKLIFT 2000LB CUSHION ELEC	$255	$671	$1,576
450 2010	WAREHOUSE FORKLIFT 3000LB PNEU DSL	$189	$485	$1,116
450 2020	WAREHOUSE FORKLIFT 3000LB PNEU DF	$189	$485	$1,116
450 2030	WAREHOUSE FORKLIFT 3000LB CUSHION ELEC	$255	$671	$1,576
450 2040	WAREHOUSE FORKLIFT 3000LB CUSHION LPG	$209	$535	$1,209
450 2050	WAREHOUSE FORKLIFT 3000LB 3W STDUP ELEC	$255	$671	$1,576
450 2055	WAREHOUSE FORKLIFT 3500LB 3W STDUP ELEC	$255	$671	$1,576
450 2057	WAREHOUSE FORKLIFT 4000LB 3W STDUP ELEC	$255	$671	$1,576
450 2085	WAREHOUSE FORKLIFT 4000LB CUSH LPS RATED	$209	$535	$1,209
450 2090	WAREHOUSE FORKLIFT 4000LB 3W SIT ELEC	$255	$671	$1,576
450 2100	WAREHOUSE FORKLIFT 4000LB CUSHION ELEC	$255	$671	$1,576
450 2110	WAREHOUSE FORKLIFT 5000LB PNEU DSL	$200	$485	$1,116
450 2115	WAREHOUSE FORKLIFT 5000LB PNEU DSL CAB	$256	$631	$1,488
450 2120	WAREHOUSE FORKLIFT 5000LB PNEU DF	$189	$485	$1,116
450 2122	WAREHOUSE FORKLIFT 5000LB PNEU LP ONLY	$189	$485	$1,116
450 2123	WAREHOUSE FORKLIFT 5000LB PNEU LPS	$189	$485	$1,116
450 2130	WAREHOUSE FORKLIFT 5000LB PNEU ELEC	$293	$724	$1,674

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
MATERIAL HANDLING - WAREHOUSE FORKLIFTS					
450	2140	WAREHOUSE FORKLIFT 5000LB CUSHION ELEC	$293	$724	$1,674
450	2150	WAREHOUSE FORKLIFT 5000LB CUSHION LPG	$209	$535	$1,209
450	2160	WAREHOUSE FORKLIFT 5000LB LOWPRO PNEU DF	$209	$535	$1,209
450	2165	WAREHOUSE FORKLIFT 5000LB LOWPRO PNEU LP	$209	$535	$1,209
450	2170	WAREHOUSE FORKLIFT 5000LB QUAD PNEU DF	$221	$563	$1,395
450	2180	WAREHOUSE FORKLIFT 6000LB PNEU DSL	$219	$553	$1,238
450	2185	WAREHOUSE FORKLIFT 6000LB PNEU DSL CAB	$256	$646	$1,488
450	2190	WAREHOUSE FORKLIFT 6000LB PNEU DF	$219	$553	$1,238
450	2200	WAREHOUSE FORKLIFT 6000LB PNEU LP	$219	$553	$1,238
450	2210	WAREHOUSE FORKLIFT 6000LB CUSHION ELEC	$293	$739	$1,674
450	2220	WAREHOUSE FORKLIFT 6000LB SINGLE-DBL DF	$221	$563	$1,395
450	2240	WAREHOUSE FORKLIFT 6000LB QUAD PNEU DF	$221	$563	$1,395
450	2242	WAREHOUSE FORKLIFT 6000LB QUAD PNEU LP	$221	$563	$1,395
450	2250	WAREHOUSE FORKLIFT 7000LB PNEU DSL	$256	$688	$1,725
450	2260	WAREHOUSE FORKLIFT 8000LB PNEU DSL	$256	$688	$1,725
450	2265	WAREHOUSE FORKLIFT 8000LB PNEU DSL CAB	$293	$735	$1,850
450	2270	WAREHOUSE FORKLIFT 8000LB PNEU DF	$256	$688	$1,725
450	2275	WAREHOUSE FORKLIFT 8000LB PNEU DF CAB	$293	$735	$1,850
450	2280	WAREHOUSE FORKLIFT 8000LB PNEU LPG	$256	$688	$1,725
450	2305	WAREHOUSE FORKLIFT 10000LB CUSHION ELEC	$353	$1,000	$2,604
450	2310	WAREHOUSE FORKLIFT 10000LB PNEU DSL	$305	$767	$2,022
450	2315	WAREHOUSE FORKLIFT 10000LB PNEU DSL CAB	$348	$912	$2,146
450	2320	WAREHOUSE FORKLIFT 10000LB PNEU DF	$305	$767	$2,022
450	2325	WAREHOUSE FORKLIFT 10000LB PNEU DF CAB	$348	$912	$2,146
450	2330	WAREHOUSE FORKLIFT 10000LB CUSHION LPG	$305	$767	$2,022
450	2345	WAREHOUSE FORKLIFT 12000LB CUSHION ELEC	$353	$1,000	$2,604
450	2360	WAREHOUSE FORKLIFT 12000LB PNEU DF	$338	$967	$2,562
450	2370	WAREHOUSE FORKLIFT 15000LB PNEU DSL	$577	$1,474	$3,320
450	2375	WAREHOUSE FORKLIFT 15000LB PNEU DSL CAB	$612	$1,535	$3,418
450	2380	WAREHOUSE FORKLIFT 15000LB CUSHION LPG	$577	$1,474	$3,320
450	2390	WAREHOUSE FORKLIFT 15000LB PNEU DF	$577	$1,474	$3,320
450	2410	WAREHOUSE FORKLIFT 20000LB PNEU DSL	$925	$2,325	$5,813
450	2420	WAREHOUSE FORKLIFT 22000LB PNEU DSL	$925	$2,325	$5,813
450	2430	WAREHOUSE FORKLIFT 26000LB PNEU DSL ROPS	$977	$2,511	$5,901
450	2435	WAREHOUSE FORKLIFT 26000LB PNEU CAB DSL	$977	$2,511	$5,901
450	2440	WAREHOUSE FORKLIFT 30000LB PNEU DSL	$1,018	$2,651	$6,650
450	2450	WAREHOUSE FORKLIFT 36000LB PNEU DSL ROPS	$1,018	$2,651	$6,650
450	2455	WAREHOUSE FORKLIFT 36000LB PNEU CAB DSL	$1,018	$2,651	$6,650
450	2470	WAREHOUSE FORKLIFT 55000LB PNEU DSL	$1,933	$4,743	$13,183
450	3035	WAREHOUSE FORKLIFT VERSA 40-60000LB DF	$2,143	$4,285	$11,044
POWER GEN - 150-400KW - AIRCRAFT GENERATOR					

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
POWER GEN - 150-400KW - AIRCRAFT GENERATOR					
501	4220	180KVA 400HZ SOLID STATE AIRCRAFT GPU	$586	$1,484	$4,371
POWER GENERATION - AIRCRAFT GENERATOR					
501	4000	90KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$628	$2,504	$5,115
501	4010	120KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$698	$2,969	$5,580
501	4020	180KVA 400HZ PORTABLE AIRCRAFT GENERATOR	$884	$3,255	$6,975
501	4210	90KVA 400HZ SOLID STATE AIRCRAFT GPU	$372	$1,039	$2,976
POWER GENERATION - DIESEL CONTAINER					
501	1800	800KW GENERATOR DSL	$2,148	$5,859	$15,810
501	2100	1000KW GENERATOR DSL	$2,218	$5,952	$16,647
501	2300	1350KW GENERATOR DSL	$2,549	$6,557	$19,408
501	2600	1600KW GENERATOR DSL	$3,432	$9,486	$24,413
POWER GENERATION - FUEL TANKS					
530	1000	FUEL TANK UP TO 100 GALLON	$65	$186	$352
530	1005	PROSOL DEF TANK 100 GALLON GALVANIZED	$84	$233	$558
530	1020	FUEL TANK 251 GALLON	$69	$200	$386
530	1050	FUEL TANK 552 GALLON	$107	$326	$601
530	1060	FUEL TANK 523 GALLON TOWABLE	$144	$423	$816
530	1070	FUEL TANK 787 GALLON	$144	$423	$816
530	1090	FUEL TANK 1204 GALLON	$219	$642	$1,211
530	1100	FUEL TANK 2388 GALLON	$400	$1,190	$2,734
POWER GENERATION - LOAD BANKS					
525	1360	LOAD BANK 100 KW	$115	$240	$535
525	1362	LOAD BANK 125 KW	$115	$240	$535
525	1365	LOAD BANK 600 KW	$419	$1,209	$3,587
525	1366	LOAD BANK 1000 KW	$620	$1,860	$5,580
525	1368	LOAD BANK 3000 KW	$930	$2,790	$9,300
POWER GENERATION - PORTABLE					
500	1015	1KW SILENT PORTABLE GENERATOR GAS	$44	$158	$332
500	1020	2KW SILENT PORTABLE GENERATOR GFCI GAS	$47	$181	$396
500	1025	2KW SILENT PORTABLE GENERATOR GAS	$47	$181	$396
500	1030	3KW PORTABLE GENERATOR GAS	$58	$219	$479
500	1035	3KW SILENT PORTABLE GENERATOR GAS	$58	$219	$479
500	1045	4KW SILENT PORTABLE GENERATOR GAS	$65	$246	$524
500	1050	5KW PORTABLE GENERATOR GAS	$67	$255	$539
500	1057	5KW PORTABLE GENERATOR DSL	$67	$255	$539
500	1060	6KW PORTABLE GENERATOR GAS	$77	$284	$598
500	1075	7KW SILENT PORTABLE GENERATOR GAS	$93	$353	$747

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POWER GENERATION - PORTABLE					
500	1100	10KW PORTABLE GENERATOR GAS	$121	$403	$921
500	1110	14KW PORTABLE GENERATOR 120/240V 1PH GAS	$169	$486	$1,046
500	1120	16KW PORTABLE GENERATOR 120/240V 1PH/3PH	$200	$577	$1,246
500	1130	23KW PORTABLE GENERATOR 120/480V 1PH/3PH	$265	$609	$1,432
POWER GENERATION - POWER DISTRIBUTION					
514	1145	EXTENSION CORD 14/3 X 100'	$6	$17	$40
514	1150	EXTENSION CORD 14/3 X 50'	$5	$13	$32
514	1155	EXTENSION CORD 14/3 X 25'	$2	$7	$20
525	1030	I LINE PANEL 400 AMP	$167	$457	$1,245
525	1060	I LINE PANEL 600 AMP 600V	$190	$498	$1,328
525	1070	I LINE PANEL 800 AMP	$260	$698	$1,535
525	1080	I LINE PANEL 1200 AMP	$335	$791	$2,000
525	1085	I-LINE PANEL 1200A 600V LOW PROFILE	$335	$791	$2,000
525	1090	QUADBOX FEEDER PANEL 120 AMP	$47	$135	$273
525	1100	QUAD BOX FEEDER PANEL 200 AMP	$47	$135	$273
525	1120	PANEL DISTRO 200A 2XL5302XCALI4X50A4X30A	$63	$146	$342
525	1140	SPIDER BOX FEEDER PANEL 200 AMP	$105	$299	$646
525	1150	SPIDER BOX FEEDER PANEL 400 AMP	$105	$299	$646
525	1160	SPLITER PANEL 400 AMP CAMLOCK	$47	$90	$205
525	1180	REEFER PANEL 30 GANG	$47	$113	$295
525	1190	TRANSFORMER 15KVA 480-120/208 MILL PANEL	$97	$312	$664
525	1195	TRANSFORMER 30KVA 480-120/208 MILL PANEL	$102	$319	$910
525	1250	TRANSFER SWITCH 200 AMP	$58	$164	$461
525	1255	TRANSFER SWITCH 200 AMP ATS	$65	$199	$544
525	1260	TRANSFER SWITCH 400 AMP ATS	$91	$260	$703
525	1270	TRANSFER SWITCH 600 AMP	$293	$532	$1,453
525	1290	TRANSFER SWITCH 800 AMP	$442	$716	$1,814
525	1310	VFD PANEL 20HP 460V 3PH	$102	$279	$814
525	1320	VFD PANEL 50HP 460V 3PH	$121	$312	$934
525	1330	VFD PANEL 100HP 460V 3P SOFT START	$153	$400	$1,116
525	1350	VFD PANEL 150HP 460V 3PH	$191	$548	$1,495
525	1605	DISCONNECT FUSE PANEL 200 AMP	$88	$223	$493
525	1610	DISCONNECT BREAKER PANEL 400A	$135	$273	$632
525	1620	DISCONNECT BREAKER PANEL 600A	$150	$387	$903
525	1630	DISCONNECT BREAKER PANEL 800A	$173	$423	$1,163
525	1720	I LINE PANEL 3000 AMP	$395	$1,127	$3,255
525	2110	PANEL DISTRIBUTION 125/250V 30AMP GFCI	$23	$68	$159
525	2120	PANEL DISTRIBUTION 125/250V 50AMP GFCI	$23	$68	$159
525	2142	PANEL DIST 400A CAM IN/4X100A APPLE OUT	$56	$149	$352
525	2190	PANEL DISTRIBUTION 800AMP 3PH 120/208V	$265	$744	$2,075
525	2600	DISCONNECT BREAKER PANEL 1200A	$149	$284	$698

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Florida

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POWER GENERATION - POWER DISTRIBUTION					
525	3550	TRANSFER SWITCH AUTO 1200 AMP	$502	$724	$2,093
525	3560	TRANSFER SWITCH AUTO 1600 AMP	$502	$724	$2,093
525	4000	PANEL DISTRIBUTION 800AMP 600V	$135	$302	$744
525	5047	TRANSFORMER 45KVA 480-120/208V STEP DWN	$140	$395	$747
525	5075	TRANSF 75KVA 600/480-120/208V S DWN DIST	$163	$410	$1,075
525	5112	TRANSFORMER 150KVA 480-600V STEP UP/DWN	$177	$432	$1,218
525	5114	TRANSFORMER 150KVA ENTERTAINMENT CONFIG	$177	$432	$1,218
525	5122	TRANSFORMER 300KVA ENTERTAINMENT CONFIG	$186	$605	$1,535
525	5130	TRANSF 500KVA 480-600V STEP UP/DWN AUTO	$376	$928	$2,488
525	5137	TRANSFORMER 500KVA 2400/480V PADMOUNT	$200	$521	$1,450
525	5165	TRANSFORMER 1500KVA PADMOUNT	$828	$1,572	$4,394
550	1330	WELDER INVERTER CC/CV 650-699 AMPS	$81	$237	$512
550	1875	WELDER SKID MOUNTED 400 - 449 AMPS DSL	$133	$279	$591
POWER GENERATION - SKID MOUNTED					
501	1105	100KW GENERATOR SKID MOUNTED DSL	$400	$1,056	$2,953
501	1180	175KW GENERATOR SKID MOUNTED DSL	$599	$1,651	$3,622
501	1255	250KW GENERATOR SKID MOUNTED DSL	$837	$1,972	$4,803
501	1325	320KW GENERATOR SKID MOUNTED DSL	$958	$2,418	$5,752
POWER GENERATION - STEP-DOWN TRANSFORMERS					
525	1210	TRANSF 150KVA 600/480-120/208V STEP DWN	$102	$319	$910
POWER GENERATION - TOWABLE DIESEL					
501	1008	8KW GENERATOR DSL	$177	$408	$958
501	1015	15KW GENERATOR DSL	$198	$434	$1,056
501	1020	20KW GENERATOR DSL	$198	$434	$1,056
501	1021	20KW GENERATOR DSL HYBRID	$763	$2,009	$5,441
501	1025	25KW GENERATOR MEGA SILENT DSL	$331	$691	$1,381
501	1030	30KW GENERATOR DSL	$265	$693	$1,502
501	1040	40KW GENERATOR DSL	$265	$693	$1,502
501	1055	55KW GENERATOR DSL	$293	$716	$1,920
501	1060	55KW GENERATOR SKID MOUNTED DSL	$293	$693	$1,865
501	1062	56KW GENERATOR MEGA SILENT DSL	$440	$1,222	$2,930
501	1065	65KW GENERATOR MEGA SILENT DSL	$628	$1,632	$3,725
501	1070	70KW GENERATOR DSL	$400	$1,056	$2,953
501	1080	80KW GENERATOR DSL	$400	$1,056	$2,953
501	1100	100KW GENERATOR DSL	$400	$1,056	$2,953
501	1110	104KW GENERATOR MEGA SILENT DSL	$628	$1,632	$3,725
501	1115	117KW GENERATOR MEGA SILENT DSL	$753	$1,967	$4,980
501	1120	120KW GENERATOR DSL	$599	$1,651	$3,622
501	1135	137KW GENERATOR MEGA SILENT DSL	$753	$1,967	$4,980

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POWER GENERATION - TOWABLE DIESEL					
501	1140	140KW GENERATOR DSL	$599	$1,651	$3,622
501	1160	160KW GENERATOR DSL	$599	$1,651	$3,622
501	1175	175KW GENERATOR DSL	$599	$1,651	$3,622
501	1200	200KW GENERATOR DSL	$837	$1,972	$4,803
501	1250	250KW GENERATOR DSL	$837	$1,972	$4,803
501	1280	275KW GENERATOR MEGA SILENT DSL	$959	$2,256	$5,859
501	1320	320KW GENERATOR DSL	$958	$2,418	$5,752
501	1500	500KW GENERATOR DSL	$2,148	$5,859	$15,810
501	1510	500KW GENERATOR DSL T4F	$2,148	$5,859	$15,810
501	2700	CONTAINERIZED 2MEG DIESEL GENERATOR	$4,145	$11,474	$30,272
501	3140	1400AMP STUDIO GENERATOR	$1,068	$2,325	$8,026
501	3160	1600AMP STUDIO GENERATOR	$1,068	$2,325	$8,026
POWER GENERATION - TRANSFORMERS					
525	5020	TRANSFORMER 30KVA 480-120/208V STEP DWN	$80	$225	$498
525	5025	TRANSFORMER 75KVA ENTERTAINMENT CONFIG	$163	$479	$1,003
639	1200	TOW TRACTOR WAREHOUSE STAND-UP ELECTRIC	$112	$279	$814
PUMP - BOOSTER PUMPS					
813	2470	PUMP BOOSTER 15HP 2IN ELEC	$130	$387	$1,026
813	2510	PUMP BOOSTER 30HP 3IN ELEC	$167	$478	$1,206
813	2520	PUMP BOOSTER 4IN ELEC	$233	$558	$1,586
813	2550	PUMP BOOSTER 5HP ELEC	$88	$246	$639
PUMP - CENTRIFUGAL PUMPS					
800	1020	PUMP CENTRIFUGAL 2IN GAS	$67	$159	$410
800	1030	PUMP CENTRIFUGAL 3IN GAS	$91	$178	$432
800	1040	PUMP CENTRIFUGAL 4IN GAS	$98	$198	$508
PUMP - DIAPHRAGM PUMPS					
800	1120	PUMP DIAPHRAGM 2IN GAS	$83	$246	$483
800	1125	PUMP DIAPHRAGM 2IN AIR	$83	$246	$483
800	1130	PUMP DIAPHRAGM 3IN GAS	$83	$246	$483
800	1160	PUMP 6IN DOUBLED DIAPHRAGM DSL	$164	$456	$1,287
800	1170	PUMP 6IN DOUBLED DIAPHRAGM SO ATT DSL	$193	$579	$1,707
807	1710	PUMP DIAPHRAGM 4IN DSL	$116	$344	$858
810	1110	PUMP DOUBLED 2 IN AIR	$111	$316	$604
810	1120	PUMP DOUBLED 3 IN AIR	$111	$316	$604
812	2355	PUMP DIAPHRAGM 1IN	$83	$200	$512
812	2360	PUMP DIAPHRAGM POLYPROPYLENE 1IN	$67	$155	$432
812	2370	PUMP DIAPHRAGM ALUM/CAST IRON 1IN	$47	$130	$342
812	2390	PUMP DIAPHRAGM POLYPROPYLENE 2IN	$189	$507	$907

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PUMP - DIAPHRAGM PUMPS					
812	2400	PUMP DIAPHRAGM SS 2IN	$189	$507	$907
812	2410	PUMP DIAPHRAGM ALUMINUM 2IN	$74	$195	$339
812	2415	PUMP DIAPHRAGM 3IN	$84	$246	$525
812	2440	PUMP DIAPHRAGM SS 3IN	$200	$628	$1,209
812	2450	PUMP DIAPHRAGM ALUMINUM 3IN	$88	$242	$512
PUMP - DNS					
821	2923	TANK BUFFER 500 GAL	$144	$437	$1,242
821	2970	PUMP SEALED PRIME HIGH HEAD 5X4 DSL	$600	$1,748	$4,845
821	2990	VFD PANEL 5HP	$84	$228	$632
821	3020	FUSION MACHINE 2 - 8 IN	$255	$676	$2,039
821	3055	PUMP MONITOR KIT MODEM W/SOLAR PANELS	$50	$98	$202
PUMP - FLOW METERS					
816	2682	PUMP FLOWMETER 12IN	$74	$214	$540
816	2710	PUMP FLOWMETER 4IN	$37	$119	$353
816	2720	PUMP FLOWMETER 6IN	$47	$135	$381
816	2740	FLOW METER	$50	$149	$432
PUMP - HYDRAULIC POWER UNIT PUMPS					
814	1000	PUMP HYDRAULIC 10000 PSI FOR TOOLS AIR	$121	$466	$1,135
814	1002	PUMP HYDRAULIC 10000 PSI FOR TOOLS ELEC	$121	$466	$1,135
814	1005	PUMP HYDRAULIC SPLIT FLOW FOR LIFTING	$121	$365	$1,163
814	2610	POWER UNIT 10-14 HP HYD	$128	$478	$1,309
814	2620	POWER UNIT 15-20HP HYD	$172	$501	$1,545
814	2630	POWER UNIT 65HP HYD	$278	$688	$2,031
814	2633	POWER UNIT 68HP T4F HYD	$298	$820	$2,344
814	2640	POWER UNIT 162HP HYD	$326	$856	$3,068
PUMP - INDUSTRIAL PUMPS					
803	1420	PUMP VAC ASSIST SS 6IN T4F DSL	$363	$1,081	$3,013
804	1450	PUMP VAC ASSIST HIGH HEAD 4X3IN DSL	$324	$953	$2,478
804	1455	PUMP VAC ASSIST HHEAD 142HP 4X3IN DSL	$495	$1,560	$4,139
804	1460	PUMP VAC ASSIST HIGH HEAD 5X3IN DSL	$405	$1,167	$3,106
804	1470	PUMP VAC ASSIST HIGH HEAD 6X3IN DSL	$405	$1,167	$3,106
804	1475	PUMP VAC ASSIST HIGH HEAD 6X3IN T4F DSL	$470	$1,390	$4,366
804	1477	PUMP VAC ASSIST HIGHHEAD 6X3IN 125HP	$405	$1,167	$3,106
804	1480	PUMP VAC ASSIST HIGH HEAD 6X4IN DSL	$488	$1,442	$3,757
804	1490	PUMP VAC ASSIST HIGH HEAD 6X4IN T4F DSL	$539	$1,614	$4,492
804	1520	PUMP VAC ASSIST HIGH HEAD 8X6IN DSL	$758	$2,181	$5,547
804	1530	PUMP VAC ASSIST HHEAD VN PRI 10X6IN DSL	$400	$1,321	$3,860
804	1540	PUMP VAC ASSIST HIGH HEAD 10X8IN DSL	$907	$2,530	$7,226

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PUMP - INDUSTRIAL PUMPS					
804	1550	PUMP VAC ASSIST MEDIUM HEAD 10X8IN DSL	$579	$1,953	$4,185
804	1560	PUMP VAC ASSIST SS HIGH HEAD 6X3IN DSL	$579	$1,544	$4,278
804	1570	PUMP VAC ASSIST SS HIGH HEAD 10X8IN DSL	$800	$2,350	$6,696
804	1590	PUMP VAC ASSIST HHEAD 600HP 8X6IN DSL	$967	$2,491	$7,487
804	1600	PUMP VAC ASSIST HHEAD 600HP 10X8IN DSL	$1,070	$3,027	$7,835
805	1620	PUMP TRASH 6IN TOWABLE DSL	$330	$1,004	$3,032
808	1800	PUMP VAC ASSIST HIGH HEAD 6X3IN ELEC	$512	$1,516	$4,283
PUMP - ROAD CROSSINGS					
820	2870	ROAD CROSSING PUMP DIVISION 12IN	$106	$205	$646
820	2880	ROAD CROSSING PUMP DIVISION 8IN	$89	$167	$567
820	2890	ROAD CROSSING PUMP DIVISION DB WIDE 12IN	$130	$391	$1,111
820	2900	ROAD CROSSING PUMP DIVISION 6IN BRAHMAN	$73	$155	$562
PUMP - SPLAT SYSTEMS					
819	2850	ROAD CROSSING PUMP DIVISION 4IN BRAHMAN	$112	$302	$795
PUMP - STEEL PONTOONS					
821	2920	PONTOON FLOAT SUBMERSIBLE STEEL 12IN	$56	$112	$229
PUMP - SUBMERSIBLE PUMPS					
809	1820	PUMP SUBMERSIBLE 3/4IN ELEC	$45	$88	$214
809	1860	PUMP SUBMERSIBLE 2IN ELEC	$56	$163	$386
809	1865	PUMP SUBMERSIBLE 2IN LOW LEVEL ELEC	$56	$163	$386
809	1870	PUMP SUBMERSIBLE SEWAGE 1HP 2IN ELEC	$65	$195	$451
809	1880	PUMP SUBMERSIBLE 3IN ELEC	$86	$196	$462
809	1890	PUMP SUBMERSIBLE 3HP 3IN ELEC	$86	$196	$462
809	1900	PUMP SUBMERSIBLE HV 1HP 3PH 2IN ELEC	$34	$86	$241
809	1910	PUMP SUBMERSIBLE 2HP 3PH 460V 2IN ELEC	$42	$113	$298
809	1930	PUMP SUBMERSIBLE HHEAD 4HP 3PH 2IN ELEC	$102	$265	$670
809	1940	PUMP SUBMERSIBLE SEWAGE CUT 15HP 3IN ELE	$67	$200	$531
809	1980	PUMP SUBMERSIBLE HIGH HEAD 6HP 3IN ELEC	$111	$342	$800
809	2020	PUMP SUBMERSIBLE HV 5HP 3PH 3IN ELEC	$77	$214	$563
809	2030	PUMP SUBMERSIBLE SEWAGE 3HP 3PH 4IN ELEC	$79	$214	$563
809	2040	PUMP SUBMERSIBLE SEWAGE CUT 5HP 4IN ELEC	$121	$342	$921
809	2050	PUMP SUBMERSIBLE SEWAGE 10HP 4IN ELEC	$140	$410	$1,070
809	2060	PUMP SUBMERSIBLE HIGH HEAD 15HP 4IN ELEC	$163	$456	$1,202
809	2070	PUMP SUBMERSIBLE SEW CUT 20HP 4IN ELEC	$186	$530	$1,372
809	2110	PUMP SUBMERSIBLE HIGH HEAD 40HP 4IN ELEC	$260	$715	$1,790
809	2120	PUMP SUBMERSIBLE 4IN ELEC	$121	$293	$725
809	2150	PUMP SUBMERSIBLE SEW 10HP 3PH 6IN ELEC	$205	$602	$1,593
809	2170	PUMP SUBMERSIBLE HV 10HP 3PH 6IN ELEC	$153	$451	$1,288

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Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
PUMP - SUBMERSIBLE PUMPS					
809	2180	PUMP SUBMERSIBLE SEWAGE 50HP 6IN ELEC	$288	$781	$2,093
809	2190	PUMP SUBMERSIBLE HV 15HP 3PH 6IN ELEC	$172	$521	$1,455
809	2200	PUMP SUBMERSIBLE HV 20HP 3PH 6IN ELEC	$191	$572	$1,562
809	2220	PUMP SUBMERSIBLE 6IN ELEC	$205	$512	$1,256
809	2230	PUMP SUBMERSIBLE 8IN ELEC	$434	$958	$2,334
809	2240	PUMP SUBMERSIBLE 10IN ELEC	$483	$1,339	$3,621
811	2270	PUMP SUBMERSIBLE SS 4IN HYD	$102	$237	$786
811	2280	PUMP SUBMERSIBLE 4IN HYD	$102	$237	$786
811	2300	PUMP SUBMERSIBLE SS 6IN HYD	$115	$335	$916
811	2310	PUMP SUBMERSIBLE 6IN HYD	$115	$335	$916
811	2320	PUMP SUBMERSIBLE 8IN HYD	$116	$338	$958
811	2330	PUMP SUBMERSIBLE SS 12IN HYD	$140	$363	$1,042
811	2340	PUMP SUBMERSIBLE 12IN HYD	$130	$363	$1,042
PUMP - TRASH PUMPS					
800	1080	PUMP TRASH 2IN GAS	$54	$200	$437
800	1090	PUMP TRASH 3IN GAS	$67	$255	$553
800	1110	PUMP TRASH 4IN GAS	$86	$321	$628
801	1210	PUMP VAC ASSIST 4IN DSL	$205	$609	$1,460
801	1220	PUMP VAC ASSIST 4IN T4F DSL	$214	$637	$1,567
801	1230	PUMP VAC ASSIST 6IN DSL	$260	$707	$1,748
801	1240	PUMP VAC ASSIST 6IN T4F DSL	$273	$758	$2,000
801	1250	PUMP VAC ASSIST 6IN SUPER DSL	$307	$772	$2,237
801	1260	PUMP VAC ASSIST 6IN SUPER T4F DSL	$307	$772	$2,237
801	1270	PUMP VAC ASSIST 8IN DSL	$326	$842	$2,279
801	1280	PUMP VAC ASSIST 8IN SUPER DSL	$344	$907	$2,555
801	1290	PUMP VAC ASSIST 12IN DSL	$456	$1,368	$3,543
801	1300	PUMP VAC ASSIST 12IN SUPER DSL	$516	$1,596	$5,069
801	1320	PUMP VAC ASSIST 14IN DSL	$837	$2,381	$5,902
801	1330	PUMP VAC ASSIST 18IN DSL	$1,712	$5,093	$13,837
802	1340	PUMP VAC ASSIST SND ATT 4IN DSL	$242	$718	$1,655
802	1345	PUMP VAC ASSIST SND ATT 4IN DSL T4F	$242	$718	$1,655
802	1350	PUMP VAC ASSIST SND ATT 6IN DSL	$293	$756	$1,976
802	1355	PUMP VAC ASSIST SND ATT 6IN DSL T4F	$303	$795	$2,079
802	1360	PUMP VAC ASSIST SND ATT 8IN DSL	$335	$981	$2,639
802	1361	PUMP VAC ASSIST SND ATT 8IN DSL SKID	$335	$981	$2,639
802	1370	PUMP VAC ASSIST SND ATT 12IN DSL	$609	$1,733	$4,507
802	1371	PUMP VAC ASSIST SND ATT 12IN DSL SKID	$609	$1,733	$4,507
802	1385	PUMP VAC ASSIST SND ATT CHOP 4IN DSL	$245	$708	$1,695
802	1390	PUMP VAC ASSIST SND ATT CHOP 6IN DSL	$326	$963	$2,618
803	1400	PUMP VAC ASSIST SS 4IN DSL	$233	$721	$1,953
803	1410	PUMP VAC ASSIST SS 6IN DSL	$338	$1,023	$2,637

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
PUMP - TRASH PUMPS					
803	1430	PUMP VAC ASSIST SS 6IN SUPER DSL	$363	$1,081	$3,013
803	1440	PUMP VAC ASSIST SS 8IN SUPER DSL	$363	$1,081	$3,013
804	1700	PUMP VAC ASSIST TRASH 6IN T4F DSL	$270	$767	$1,981
808	1720	PUMP TRASH 2IN ELEC	$181	$525	$1,474
808	1750	PUMP VAC ASSIST 4IN ELEC	$186	$558	$1,535
808	1770	PUMP VAC ASSIST 6IN ELEC	$260	$735	$1,824
808	1780	PUMP VAC ASSIST 8IN ELEC	$326	$981	$2,553
PUMP - WELLPOINT PUMPS					
806	1650	PUMP WELL POINT PISTON SO ATTN 6IN DSL	$204	$579	$1,721
806	1670	PUMP WELL POINT ROTARY SO ATTN 6IN DSL	$214	$618	$1,772
806	1675	PUMP WELL POINT ROTARY 8IN DSL	$240	$703	$2,056
806	1680	PUMP WELL POINT ROTARY SO ATTN 8IN DSL	$241	$703	$2,056
806	1690	PUMP WELL POINT ROTARY 12IN DSL	$290	$837	$2,266
TRUCKS AND TRAILERS - ARROW BOARDS					
660	1000	BOARD ARROW FOLDING TRAILER 15-LIGHT	$112	$349	$644
660	1010	BOARD ARROW VERTICAL TRAILER 15-LIGHT	$112	$349	$644
660	1020	BOARD ARROW FOLDING TRAILER 25-LIGHT	$121	$381	$693
TRUCKS AND TRAILERS - ATTACHMENTS & ACCESSORIES					
659	8000	TRUCK SPREADER HOPPER 8 FT	$98	$298	$925
659	8020	TRUCK SPREADER HOPPER 9 FT	$107	$326	$985
659	8030	TRUCK SPREADER TAILGATE	$82	$208	$698
659	8100	TRUCK SNOW PLOW 7-8 FT	$93	$284	$912
659	8110	TRUCK SNOW PLOW 8.5-9 FT	$93	$284	$912
659	8130	TRUCK SNOW PLOW 10 FT	$116	$335	$1,023
659	8220	TRUCK DUMP BED 8FT POLYMER 3.1 YD 6K LBS	$135	$359	$899
659	8225	TRUCK DUMP BED 8FT STEEL 2.0 YD 6K LBS	$130	$309	$772
659	8230	TRUCK DUMP BED 8FT S STEEL 2.0 YD 6K LBS	$196	$467	$1,167
TRUCKS AND TRAILERS - BUCKET TRUCKS					
659	6296	TRUCK BUCKET 33 FT INSUL PICKUP CREW GAS	$488	$1,535	$3,883
659	6300	TRUCK BUCKET 35 FT NONINSULATED GAS	$535	$1,595	$4,464
659	6305	TRUCK DIGGER 45 FT CENTER MOUNT INS DSL	$535	$1,595	$4,464
659	6310	TRUCK BUCKET 35 FT NONINSULATED DSL	$535	$1,595	$4,464
659	6315	TRUCK BUCKET 45 FT INSULATED GAS	$575	$1,674	$4,790
659	6315	TRUCK BUCKET 45 FT INSULATED GAS	$575	$1,674	$4,790
659	6320	TRUCK BUCKET 45 FT INSULATED DSL	$575	$1,674	$4,790
659	6328	TRUCK BUCKET 55 FT DSL	$575	$1,674	$4,790
659	6336	TRUCK BUCKET 60 FT TREE TRIMMER DSL	$743	$2,065	$5,166
659	6342	TRUCK BUCKET 70 FT TREE TRIMMER DSL	$746	$2,640	$6,640

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Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - BUCKET TRUCKS					
659	6350	TRUCK BUCKET 85 FT DSL	$1,395	$3,906	$10,151
TRUCKS AND TRAILERS - CARGO VAN					
659	6055	TRUCK BOX 12 FT	$195	$563	$1,586
659	6060	TRUCK BOX 15 FT	$228	$767	$2,198
659	6070	TRUCK BOX 15 FT W/ LIFTGATE	$219	$795	$2,246
659	6090	TRUCK BOX 24 FT W/ LIFTGATE	$205	$897	$3,581
659	6095	TRUCK BOX 26 FT W/ LIFT GATE	$205	$897	$3,581
659	6098	TRUCK REEFER 26FT WITH LIFTGATE	$234	$1,151	$3,757
TRUCKS AND TRAILERS - CARGO VANS					
659	5455	VAN CARGO MINI GAS	$117	$539	$1,788
659	5460	VAN CARGO 1/2 T GAS	$117	$539	$1,788
659	5470	VAN CARGO 3/4 T GAS LOW ROOF	$117	$539	$1,788
659	5471	VAN CARGO 3/4 T GAS MEDIUM ROOF	$117	$539	$1,788
659	5472	VAN CARGO 3/4 T GAS HIGH ROOF	$117	$539	$1,788
659	5475	VAN CARGO 3/4 T DSL	$117	$539	$1,788
659	5480	VAN CARGO 1 T GAS LOW ROOF	$117	$539	$1,788
659	5487	VAN CARGO REEFER MID ROOF	$120	$624	$1,986
659	6057	TRUCK BOX 14 FT	$228	$767	$2,198
659	6075	TRUCK BOX 16 FT W/ LIFT GATE	$219	$795	$2,246
TRUCKS AND TRAILERS - CLASS A TRACTORS					
659	6440	TERMINAL TRACTOR SIGL AXE 2X4 OFF-RD DSL	$636	$1,856	$5,208
659	6442	TERMINAL TRACTOR SIGL AXE 2X4 ON-RD DSL	$636	$1,856	$5,208
659	6455	TRUCK TRACTOR TANDEM 4WD DSL	$795	$2,000	$6,250
659	6460	TRUCK TRACTOR TRI 4WD DSL	$892	$2,418	$6,982
TRUCKS AND TRAILERS - CRANE TRUCKS					
659	6380	TRUCK CRANE 18 T SINGLE DSL	$721	$1,907	$5,115
659	6410	TRUCK CRANE 20 T TANDEM DSL	$1,149	$3,046	$7,161
659	6430	TRUCK CRANE 23 T TANDEM DSL	$1,149	$3,046	$7,161
659	6435	TRUCK AUGER 47FT CDL	$474	$1,428	$3,288
TRUCKS AND TRAILERS - CRASH ATTENUATORS					
659	6250	TRUCK MOUNTED ATTENUATOR 62-65 MPH GAS	$716	$1,893	$4,338
659	6260	TRUCK MOUNTED ATTENUATOR 62-65 MPH DSL	$716	$1,893	$4,338
TRUCKS AND TRAILERS - DELIVERY					
659	6267	TRUCK DELIVERY PCT 3/4 TON GAS NON-CDL	$233	$761	$2,153
TRUCKS AND TRAILERS - DNS					

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TRUCKS AND TRAILERS - DNS					
719	5010	AUTO DIALER	$83	$219	$591
TRUCKS AND TRAILERS - DUMP TRAILERS					
610	2200	TRAILER DUMP SINGLE AXLE	$126	$332	$596
610	2230	TRAILER DUMP TANDEM AXLE	$135	$383	$729
610	2240	TRAILER DUMP TANDEM AXLE 12-16000LB GVWR	$243	$702	$1,465
610	2290	TRAILER DUMP TRIPLE AXLE	$423	$1,256	$3,255
TRUCKS AND TRAILERS - DUMP TRUCKS					
659	6100	TRUCK FLAT DUMP 16FT 1-1/2T STD 2WD DSL	$381	$1,042	$2,497
659	6105	TRUCK FLAT DUMP 20FT 1-1/2T STD 2WD DSL	$381	$1,042	$2,497
659	6110	TRUCK DUMP 3-4 YD STD 4WD GAS	$342	$923	$2,139
659	6120	TRUCK DUMP 3-4 YD DSL	$342	$923	$2,139
659	6130	TRUCK DUMP 3-4 YD CREW 4WD DSL	$342	$923	$2,139
659	6135	TRUCK DUMP 3-4 YD CREW 4WD GAS	$342	$923	$2,139
659	6140	TRUCK DUMP 3-4 YD CREW 2WD DSL	$342	$923	$2,139
659	6150	TRUCK DUMP 5-6 YD GAS	$381	$1,042	$2,497
659	6160	TRUCK DUMP 5-6 YD GAS NON CDL	$381	$1,042	$2,497
659	6170	TRUCK DUMP 5-6 YD DSL	$381	$1,042	$2,497
659	6180	TRUCK DUMP 5-6 YD DSL NON CDL	$381	$1,042	$2,497
659	6190	TRUCK DUMP 5-6 YD CREW DSL	$405	$1,102	$2,692
659	6195	TRUCK DUMP 5-6 YD CREW DSL NON-CDL	$405	$1,102	$2,692
659	6200	TRUCK DUMP 12-14 YD MANUAL DSL	$688	$2,195	$5,017
659	6210	TRUCK DUMP 12-14 YD AUTO DSL	$688	$2,195	$5,017
659	6215	TRUCK DUMP 22-24 YD DSL	$1,274	$3,553	$8,813
659	6218	TRUCK 1 T DUMP LANDSCAPE STD GAS	$342	$923	$2,139
659	6221	TRUCK DUMP ARTICULATED 7 TON DSL	$1,023	$3,069	$6,417
TRUCKS AND TRAILERS - EQUIPMENT TRAILERS					
610	1005	TRAILER LANDSCAPE 5X8 1500 LB	$47	$181	$386
610	1010	TRAILER LANDSCAPE 6X12 3000 LB	$47	$181	$386
610	1050	TRAILER UTILITY 2000 LB	$47	$181	$386
610	1075	TRAILER UTILITY 7000 LB	$60	$236	$501
610	1085	TRAILER UTILITY 10000 LB	$84	$299	$632
610	1140	TRAILER FLATBED 10000 LB	$86	$321	$679
610	1160	TRAILER FLATBED 10-19000 LB GVWR	$101	$395	$879
610	1170	TRAILER FLATBED 21-29000 LB GVWR	$114	$461	$977
610	1180	TRAILER FLATBED 30-39000 LB GVWR	$145	$579	$1,163
610	1190	TRAILER FLATBED GOOSENECK 20-22000 LBS	$145	$579	$1,163
610	1210	TRAILER FLATBED W/RAMPS 20000 LB GVWR	$145	$579	$1,163
610	1212	TRAILER FLATBED NO RAMPS 20000 LB GVWR	$145	$579	$1,163
610	1220	TRAILER FLATBED GOOSENECK 25-26000 LB	$193	$627	$1,379

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TRUCKS AND TRAILERS - EQUIPMENT TRAILERS					
610	1240	TRAILER FLATBED 40-49000 LB GVWR	$193	$627	$1,379
610	1245	TRAILER FLATBED 3-AXLE W/RAMPS 50000GVWR	$193	$627	$1,379
610	1281	TRAILER FLATBED 80000 LB AIR RIDE	$193	$627	$1,379
610	1310	TRAILER FLATBED LIVE BOTTOM 24000 LB	$651	$1,953	$5,115
610	1530	TRAILER 36IN BULL WHEEL TENSIONER	$484	$1,158	$3,041
610	1720	TRAILER GROUND LOAD 5000 LB	$60	$181	$419
610	1730	TRAILER GROUND LOAD 8000 LB	$116	$302	$907
610	1740	TRAILER GROUND LOAD 10000 LB BATT	$116	$302	$907
610	1745	TRAILER GROUND LOAD 7000 LB GAS	$116	$302	$907
610	1750	TRAILER GROUND LOAD 13000-14000 LB	$116	$302	$907
610	1779	TRAILER TILT 14000LB FIXED TOP DECK	$121	$342	$644
610	2592	TRAILER CAT EVENT RESPONSE ENCLOSED 53FT	$465	$1,395	$3,999
610	2599	TRAILER OPEN TOP BOX 4X8 3000 LB	$47	$182	$386
610	2801	CONTAINER 16 FT KARGO KING	$47	$140	$163
610	3010	TRAILER SAFETY COOLDOWN 8X24 9990 LB	$600	$1,874	$3,748
610	3015	TRAILER COOLDOWN AIR CONDITIONED	$367	$949	$2,381
610	3020	TRAILER MOUNTED SAFETY SHOWER PNEUMATIC	$558	$1,944	$4,041
TRUCKS AND TRAILERS - GARBAGE & RECYCLE TRUCKS					
659	6230	TRUCK GARBAGE 6 YD	$563	$2,046	$6,355
659	6240	TRUCK GARBAGE 20 YD	$767	$2,708	$8,705
TRUCKS AND TRAILERS - MESSAGE BOARDS					
660	1030	BOARD MESSAGE VERTICAL MID-SIZE 3-LINE	$177	$479	$851
660	1040	BOARD MESSAGE VERTICAL FULL-SIZE 3-LINE	$177	$498	$851
660	1045	BOARD MESSAGE FULL-SIZE 3-LINE W/MODEM	$186	$632	$1,060
660	1055	BOARD MESSAGE VERTICAL COMPACT MATRIX	$177	$498	$851
660	1060	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	$177	$498	$851
660	1065	BOARD MESSAGE VERTICAL MID MATRIX MODEM	$186	$632	$1,060
660	1070	BOARD MESSAGE VERTICAL FULL-SIZE MATRIX	$186	$632	$1,060
TRUCKS AND TRAILERS - OFF-ROAD DUMP TRUCKS					
659	6220	TRUCK 1 T DUMP LANDSCAPE CREW GAS	$342	$923	$2,139
659	6224	TRUCK DUMP ARTICULATED 30 TON DSL	$1,823	$5,241	$11,858
TRUCKS AND TRAILERS - OFF-ROAD UTILITY PASSENGER VEHICLES					
630	1010	CART PERSONNEL 2 PASSENGER 3-WH ELEC	$93	$268	$512
630	1020	TOW TRACTOR 1 PASSENGER 3-WH 8K PULL ELE	$177	$535	$1,037
630	1040	CART BURDEN 2 PASSENGER 4-WH GAS	$107	$288	$591
630	1060	CART BURDEN 2 PASSENGER 4-WH ELEC	$107	$288	$591
630	1065	CART BURDEN 2 PASSENGER 4-WH ELEC CAB	$126	$372	$791
630	1071	CART BURDEN 2 PASS CARGO 4-WH ELEC CAB	$239	$636	$1,404

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TRUCKS AND TRAILERS - OFF-ROAD UTILITY PASSENGER VEHICLES					
630	1080	CART BURDEN 4 PASSENGER 4-WH ELEC	$107	$288	$591
630	1081	CART BURDEN 4 PASSENGER 4-WH ELEC CAB	$239	$636	$1,404
630	1100	CART GOLF 2 PASSENGER ELEC	$126	$307	$609
630	1102	CART GOLF 2 PASS FLATBED 1000LB ELEC	$239	$897	$1,753
630	1110	CART GOLF 2 PASSENGER GAS	$126	$307	$609
630	1114	CART GOLF 2 PASS FLATBED GAS	$239	$897	$1,753
630	1120	CART GOLF 4 PASSENGER GAS	$126	$307	$609
630	1122	CART GOLF 2 PASS PULLERS	$287	$928	$2,511
630	1130	CART TOUR 4 PASSENGER ELEC	$130	$321	$772
630	1150	CART TOUR 6 PASSENGER ELEC	$153	$372	$842
630	1160	CART TOUR 6 PASSENGER GAS	$153	$372	$842
630	1180	CART WHEELCHAIR ADA GAS	$186	$465	$1,139
630	1200	CART UTILITY TRUCK 2 PASS ELEC	$166	$386	$860
630	1210	CART UTV 2 PASSENGER GAS	$166	$386	$860
630	1220	CART UTV 2 PASSENGER GAS WITH CAB	$182	$419	$1,018
630	1230	CART UTV 2 PASSENGER DSL	$166	$386	$860
630	1240	CART UTV 2 PASSENGER DSL WITH CAB	$182	$419	$1,018
630	1245	CART UTV 2 PASSENGER DSL FLATBED	$166	$386	$860
630	1260	CART UTV 4 PASSENGER GAS	$166	$386	$860
630	1265	CART UTV 4 PASSENGER GAS WITH CAB	$182	$419	$1,018
630	1280	CART UTV 4 PASSENGER DSL	$166	$386	$860
630	1290	CART UTV 4 PASSENGER DSL WITH CAB	$182	$419	$1,018
630	1330	CART UTV W/FRONT TOOL CARRIER DSL CAB	$512	$1,558	$3,371
630	1410	CART UTILITY TRUCK 2 PASS GAS	$166	$386	$860
630	1415	CART UTV 2 PASSENGER 4WD GAS ENTERTAIN	$166	$386	$860
630	1420	CART UTV 4 PASSENGER 4WD GAS ENTERTAIN	$166	$386	$860
630	1425	CART UTV 2 PASSENGER 2WD GAS ENTERTAIN	$166	$386	$860
630	2010	CART UTV SNOW PLOW 5-6 FT	$70	$140	$442
630	2015	CART UTV 40 GALLON SPRAYER SKID MTD ELEC	$93	$205	$493
660	1110	TRAILER ATTENUATOR MOUNTED W/ARROW BOARD	$326	$837	$2,120
TRUCKS AND TRAILERS - PASSENGER SHUTTLE BUSES					
659	5550	BUS SHUTTLE GAS CDL	$302	$1,018	$2,046
659	5560	BUS SCHOOL DSL	$302	$1,018	$2,046
TRUCKS AND TRAILERS - PASSENGER VANS					
659	5490	VAN PASSENGER 8 GAS 1/2 T	$153	$651	$1,855
659	5510	VAN PASSENGER 12 GAS 3/4 LOW ROOF	$153	$651	$1,855
659	5540	VAN PASSENGER 15 GAS 3/4-1 T LOW ROOF	$153	$651	$1,855
659	5543	VAN PASSENGER 15 GAS 3/4-1 T MID ROOF	$207	$1,034	$2,813
TRUCKS AND TRAILERS - PICK-UP TRUCKS					

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Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - PICK-UP TRUCKS					
659	5000	TRUCK PICKUP COMPACT STD GAS	$104	$470	$1,195
659	5005	TRUCK PICKUP COMPACT CREW 4WD GAS	$126	$535	$1,297
659	5010	TRUCK PICKUP 1/2 T STD 4WD GAS	$104	$470	$1,195
659	5020	TRUCK PICKUP 1/2 T STD 2WD GAS	$104	$470	$1,195
659	5030	TRUCK PICKUP 1/2 T SUP 4WD GAS	$104	$470	$1,195
659	5040	TRUCK PICKUP 1/2 T SUP 2WD GAS	$104	$470	$1,195
659	5050	TRUCK PICKUP 1/2 T CREW 4WD GAS	$126	$535	$1,297
659	5052	TRUCK PICKUP 1/2 T CRW 4WD GAS LIFTGATE	$172	$605	$1,535
659	5055	TRUCK PICKUP 1/2 T CREW 4WD EV	$295	$1,150	$2,550
659	5060	TRUCK PICKUP 1/2 T CREW 2WD GAS	$126	$535	$1,297
659	5070	TRUCK PICKUP 3/4 T STD 4WD GAS	$162	$580	$1,481
659	5080	TRUCK PICKUP 3/4 T STD 4WD DSL	$162	$580	$1,481
659	5090	TRUCK PICKUP 3/4 T STD 2WD GAS	$162	$580	$1,481
659	5100	TRUCK PICKUP 3/4 T STD 2WD GAS LIFTGATE	$162	$580	$1,481
659	5104	TRUCK PICKUP 3/4 T CRW 4WD GAS LIFTGATE	$162	$580	$1,481
659	5120	TRUCK PICKUP 3/4 T SUP 4WD GAS	$162	$580	$1,481
659	5130	TRUCK PICKUP 3/4 T SUP 4WD DSL	$162	$580	$1,481
659	5160	TRUCK PICKUP 3/4 T CREW 4WD GAS	$162	$580	$1,481
659	5170	TRUCK PICKUP 3/4 T CREW 4WD DSL	$162	$580	$1,481
659	5180	TRUCK PICKUP 3/4 T CREW 2WD GAS	$162	$580	$1,481
659	5200	TRUCK PICKUP 1 T STD 4WD GAS	$205	$758	$1,628
659	5240	TRUCK PICKUP 1 T CREW 4WD GAS	$205	$758	$1,628
659	5250	TRUCK PICKUP 1 T CREW 4WD DSL	$205	$758	$1,628
659	5255	TRUCK PICKUP 1 T CREW 4WD DSL DRW	$349	$950	$2,302
TRUCKS AND TRAILERS - SERVICE TRUCKS					
659	5380	TRUCK SERVICE 1-1/2-2 T STD 4WD DSL	$372	$977	$2,971
659	5425	TRUCK SERVICE 3/4-1 T CREW 4WD GAS	$372	$977	$2,971
659	5440	TRUCK SERVICE 1-1/2-2 T CREW 4WD DSL	$419	$1,163	$3,250
659	5825	TRUCK FLATBED 9FT 1-1/2-2T CREW 4WD DSL	$312	$990	$2,581
659	5830	TRUCK FLATBED 11FT 1-1/2-2T STD 4WD DSL	$312	$990	$2,581
659	5840	TRUCK STKBD HI-RAIL STD 2WD DSL	$441	$1,138	$3,418
TRUCKS AND TRAILERS - SPECIALTY TRAILERS					
610	1430	TRAILER PIPE DOLLY	$97	$352	$791
610	1555	TRAILER POLE 15,000 LBS - 40 FT	$223	$530	$1,381
610	1565	TRAILER POLE 24,000 LBS - 47 FT	$284	$666	$1,762
610	2580	TRAILER TOOL ENCLOSED 8X44 25000 LBS	$646	$1,758	$5,273
TRUCKS AND TRAILERS - SPECIALTY TRUCKS					
659	6245	TRUCK STREET SWEEPER DSL	$1,674	$4,418	$13,485
659	6247	TRUCK RUNWAY/STREET SWEEPER DSL	$1,674	$4,418	$13,485

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TRUCKS AND TRAILERS - SPECIALTY TRUCKS					
659	6470	TRUCK ASPHALT DISTRIBUTOR 2000 GAL	$751	$1,837	$5,422
659	6480	TRUCK FORESTRY MOBILE CRANE	$751	$1,837	$5,422
TRUCKS AND TRAILERS - STAKE BODY TRUCKS					
659	5610	TRUCK STKBD 12 FT 3/4-1 T STD 4WD DSL	$252	$884	$2,320
659	5620	TRUCK STKBD 12 FT 3/4-1 T STD 2WD GAS	$252	$884	$2,320
659	5630	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD GAS	$252	$884	$2,320
659	5640	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD DSL	$252	$884	$2,320
659	5650	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD GAS	$252	$884	$2,320
659	5660	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD DSL	$252	$884	$2,320
659	5680	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD GAS	$300	$981	$2,413
659	5690	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD DSL	$300	$981	$2,413
659	5700	TRUCK STKBD 12 FT 3/4-1 T CREW 2WD GAS	$300	$981	$2,413
659	5725	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD GAS	$300	$981	$2,413
659	5730	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD DSL	$300	$981	$2,413
659	5735	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD GAS	$300	$981	$2,413
659	5740	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD DSL	$300	$981	$2,413
659	5742	TRUCK STKBD 12 FT 1-2 T STD GOSNK4WDDSL	$300	$981	$2,413
659	5750	TRUCK STKBD 14 FT 1-1/2-2 T STD 2WD DSL	$357	$1,113	$2,999
659	5770	TRUCK STKBD 16 FT 1-1/2-2 T STD 2WD DSL	$357	$1,113	$2,999
659	5780	TRUCK STKBD 16 FT 2-1/2-3 T STD 2WD DSL	$357	$1,113	$2,999
659	5787	TRUCK STKBD 20 FT 2-1/2-3 T STD 2WD DSL	$357	$1,113	$2,999
659	5790	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD GAS	$357	$1,113	$2,999
659	5800	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD DSL	$357	$1,113	$2,999
659	5870	VAN KUV UTLTY GAS 1 TON	$228	$758	$1,953
659	5875	TRUCK UTLTY 3/4 T STD 2WD GAS	$246	$823	$2,162
659	5878	TRUCK UTLTY 3/4 T SUP 2WD GAS	$246	$823	$2,162
659	5880	TRUCK UTLTY 3/4 T CREW 2WD GAS	$307	$891	$2,488
659	5882	TRUCK UTLTY 3/4 T STD 4WD GAS	$246	$823	$2,162
659	5888	TRUCK UTLTY 3/4 T CREW 4WD GAS	$307	$891	$2,488
659	5900	TRUCK UTLTY 1 T STD 2WD GAS	$246	$823	$2,162
659	5910	TRUCK UTLTY 1 T CREW 2WD GAS	$307	$891	$2,488
659	5915	TRUCK UTLTY 1 T STD 4WD GAS	$265	$865	$2,325
659	5920	TRUCK UTLTY 1 T SUP 4WD GAS	$265	$865	$2,325
659	5925	TRUCK UTLTY 1 T CREW 4WD GAS	$307	$891	$2,488
659	5928	TRUCK UTLTY 1 T STD 4WD DSL	$307	$891	$2,488
659	5930	TRUCK UTLTY 1 T SUP 4WD DSL	$307	$891	$2,488
659	5932	TRUCK UTLTY 1 T CREW 4WD DSL	$335	$943	$2,629
659	5940	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD DSL	$335	$943	$2,629
659	5945	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD GAS	$335	$943	$2,629
659	5950	TRUCK UTLTY 1-1/2-2 T CREW 4WD DSL	$363	$1,056	$2,878
659	5965	TRUCK CONTRACTOR 1-1/4-2 T STD 4WD GAS	$335	$943	$2,629

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRUCKS AND TRAILERS - STAKE BODY TRUCKS					
659	5969	TRUCK CONTRACTOR 1-1/4-2 T STD 2WD GAS	$335	$943	$2,629
659	5970	TRUCK CONTRACTOR 1-1/4-2 T STD 2WD DSL	$335	$943	$2,629
659	5975	TRUCK CONTRACTOR 1-1/4-2 T CREW 4WD GAS	$363	$1,056	$2,878
659	5977	TRUCK CONTRACTOR 1-1/4-2 T CREW 4WD DSL	$363	$1,056	$2,878
TRUCKS AND TRAILERS - STORAGE TRAILERS					
610	2520	TRAILER ENCLOSED 6X12 3000 LB	$102	$419	$858
610	2530	TRAILER ENCLOSED 6-7 X 12 7000 LB	$112	$437	$916
610	2550	TRAILER ENCLOSED 8X20 7000 LB	$130	$488	$1,097
610	2570	TRAILER REMEDIATION ENCLOSED 8X20 9995LB	$149	$512	$1,256
610	2590	TRAILER ENCLOSED 8X53	$167	$535	$1,395
610	2600	TRAILER OPEN TOP BOX 5X8 3000 LB	$47	$182	$386
610	2610	TRAILER OPEN TOP BOX 5X10 3000 LB	$47	$182	$386
610	2615	TRAILER OPEN TOP BOX 5X12 3000 LB	$58	$219	$463
610	2640	TRAILER OPEN TOP BOX 5X12 10000 LB	$73	$290	$572
610	2780	CONTAINER 8FT X 8FT REFRIGERATED STORAGE	$101	$198	$644
610	2790	CONTAINER 10 FT STORAGE	$47	$140	$163
610	2800	CONTAINER 16 FT STORAGE	$47	$140	$163
610	2810	CONTAINER 20 FT STORAGE	$47	$140	$163
610	2815	CONTAINER 20 FT STORAGE DOUBLE DOOR	$47	$140	$163
610	2820	CONTAINER 24 FT STORAGE	$60	$186	$251
610	2840	CONTAINER 40 FT STORAGE	$60	$186	$251
610	2845	CONTAINER 40 FT STORAGE DOUBLE DOOR	$60	$186	$251
610	2900	CONTAINER 20 FT OFFICE	$65	$223	$456
610	2910	CONTAINER 40 FT OFFICE	$70	$235	$916
610	3000	TRAILER SHADE 10 FT	$50	$149	$456
TRUCKS AND TRAILERS - SUVS					
659	5580	SUV COMPACT 5-6 PASSENGER GAS	$107	$423	$1,265
659	5585	SUV STANDARD 7-8 PASSENGER GAS	$149	$565	$1,416
TRUCKS AND TRAILERS - TILT TRAILERS					
610	1760	TRAILER TILT 2-3000 LB	$37	$138	$334
610	1766	TRAILER TILT 6-7000 LB	$112	$302	$558
610	1770	TRAILER TILT 10000 LB	$112	$302	$558
610	1775	TRAILER TILT 12-13000 LB	$112	$302	$558
610	1780	TRAILER TILT 14-15000 LB	$121	$342	$644
610	1781	TRAILER TILT 15-16000 LB 4FT FIXED DECK	$130	$437	$823
610	1785	TRAILER TILT 16-17000 LB	$130	$437	$823
TRUCKS AND TRAILERS - TOOL TRAILERS					
610	1500	TRAILER CABLE REEL SINGLE 8-9995 LB	$91	$347	$781

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TRUCKS AND TRAILERS - TOOL TRAILERS					
TRUCKS AND TRAILERS - TRAFFIC MONITORING					
660	1100	RADAR SPEED MONITORING TRAILER	$47	$128	$403
TRUCKS AND TRAILERS - UTILITY TRAILERS					
610	1059	TRAILER UTILITY PAN 3000 LB	$47	$181	$386
610	1060	TRAILER UTILITY 3000 LB	$53	$190	$405
610	1070	TRAILER UTILITY 5-6000 LB	$60	$236	$501
610	1350	TRAILER STUMP GRINDER	$47	$181	$386
610	1370	TRAILER TRENCHER	$47	$181	$386
610	1390	TRAILER TILLER	$47	$181	$386
610	1401	TRAILER CART OFF ROAD 1000LB	$70	$249	$605
TRUCKS AND TRAILERS - VACUUM & POTHOLER TRAILERS					
610	2455	TRAILER VACUUM EXC SYSTEM 500 GAL GAS	$600	$1,814	$5,371
610	2460	TRAILER VACUUM EXC SYSTEM 500 GAL DSL	$609	$1,855	$5,952
610	2470	TRAILER VACUUM EXC SYSTEM 800 GAL DSL	$828	$2,198	$6,775
TRUCKS AND TRAILERS - WATER TRAILERS					
610	2420	TRAILER WATER 500 GALLON	$144	$493	$879
610	2430	TRAILER WATER 800 GALLON	$193	$686	$1,293
659	5370	TRUCK SERVICE 1-1/2-2 T STD 4WD GAS	$372	$977	$2,971
659	5810	TRUCK RACK 18 FT 2-1/2-3 T CREW DSL	$604	$1,624	$4,360
TRUCKS AND TRAILERS - WATER TRUCKS					
659	6030	TRUCK WATER 2000 GALLON GAS	$493	$1,488	$2,930
659	6040	TRUCK WATER 2000 GALLON DSL	$493	$1,488	$2,930
659	6050	TRUCK WATER 4000 GALLON DSL	$628	$2,055	$4,464
659	6052	TRUCK WATER 4000 GALLON DSL 6X6	$1,488	$3,655	$9,277
659	8035	TRUCK SPREADER TAILGATE DUMP	$82	$208	$698
UTILITY VEHICLES AND CARTS - OFF-ROAD UTILITY PASSENGER VEHICLES					
630	2020	80 GALLON SPRAYER ELEC	$56	$158	$358
AERIAL - BOOM LIFTS ARTICULATED					
410	3182	BOOM ARTICULATED 60FT JIB BLK DF HIGHCAP	$405	$938	$2,325
AERIAL - BOOM LIFTS STRAIGHTMAST					
410	4092	BOOM STRAIGHT 45FT JIB HIGH CAP DSL	$330	$707	$1,754
AERIAL - ROUGH TERRAIN SCISSOR LIFTS					
405	1760	SCISSOR LIFT 40FT RT 69IN DECK OUTR DSL	$326	$716	$1,637

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AIR COMPRESSORS - COOLERS					
140	2160	COMPRESSED AIR AFTERCOOLERFILTER 1600CFM	$193	$490	$1,103
BULK & MISCELLANEOUS					
100	8260	RESCUE TRIPOD 7FT	$140	$276	$791
100	8280	FALL PROTECTION TOWER INDOOR PUSH/PULL	$349	$928	$2,511
100	8290	FALL PROTECTION ROLLING DECK EDGE SYSTEM	$200	$395	$1,149
355	1010	DRONE TIER 1 (RR)	$121	$479	$1,669
355	1030	DRONE TIER 2 (RR)	$130	$521	$1,851
355	1050	DRONE TIER 3 (RR)	$214	$856	$3,181
355	1070	DRONE TIER 4 (RR)	$177	$698	$2,692
355	1090	DRONE TIER 5 (RR)	$642	$2,513	$9,299
355	2030	PAYLOAD TIER 2 (RR)	$28	$84	$251
355	2050	PAYLOAD TIER 3 (RR)	$138	$551	$1,851
355	2070	PAYLOAD TIER 4 (RR)	$177	$707	$2,279
355	2090	PAYLOAD TIER 5 (RR)	$698	$2,744	$10,695
355	2110	DRONE BASE STATION TIER 1 (RR)	$60	$238	$952
355	2130	DRONE BASE STATION TIER 2 (RR)	$78	$312	$1,181
553	0002	CIRCUIT BREAKER, 480V/20A	$7	$20	$59
553	0004	CIRCUIT BREAKER, 480V/40A	$7	$20	$59
553	0005	CIRCUIT BREAKER, 480V/50A	$7	$20	$59
553	0009	CIRCUIT BREAKER 480V 80A	$7	$20	$59
553	0010	CIRCUIT BREAKER, 480V/100A	$7	$20	$59
553	0015	CIRCUIT BREAKER, 480V/225A	$7	$20	$59
553	0025	CIRCUIT BREAKER 600V / 400A	$28	$84	$251
553	0027	CIRCUIT BREAKER 600V / 600A	$28	$84	$251
553	0030	CIRCUIT BREAKER 600V / 200A	$7	$20	$59
553	0035	CIRCUIT BREAKER 600V / 100A	$7	$20	$59
553	0040	CIRCUIT BREAKER 600V / 60A	$7	$20	$59
553	0045	CIRCUIT BREAKER 600V / 30A	$7	$20	$59
553	0050	CIRCUIT BREAKER 600V / 250A	$7	$20	$59
553	0055	CIRCUIT BREAKER 600V / 150A	$7	$20	$59
553	0060	CIRCUIT BREAKER 600V / 125A	$7	$20	$59
553	0061	ADJ CIRCUIT BREAKER 600V 70-250A	$26	$73	$195
554	0020	POWER STRIP 6X20A OUTLET 6'	$7	$7	$16
779	2201	CHILLER LOOP HOSE 2X10 W/CAMLOCKS	$7	$18	$35
779	2205	CHILLER LOOP HOSE 2X25 W/CAMLOCKS	$7	$18	$35
779	2401	CHILLER LOOP HOSE 4"X10' W/CAMLOCKS	$11	$20	$60
779	2405	CHILLER LOOP HOSE 4"X25' W/CAMLOCKS	$16	$33	$90
779	2505	CHILLER LOOP HOSE 6"X25' W/CAMLOCKS	$26	$54	$147
800	5005	ACCESSORY TOOL BOX CROSSBACK PICKUP	$16	$41	$84
800	5010	ACCESSORY 100GAL DSL FUELTANK W/PUMP	$56	$97	$193
800	5011	ACCESSORY LUMBER/LADDER RACK F/PICKUP	$19	$56	$163

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BULK & MISCELLANEOUS					
800	5310	ACCESSORY BOOM/BASKET PROTECTIVE SYSTEM	$140	$140	$140
800	5314	MANLIFT FALL ARREST KIT 6FT	$45	$133	$377
800	7196	KIT SHORE 1.5FT 17-27	$5	$14	$42
800	7198	KIT SHORE 1.5FT 22-36	$5	$14	$42
800	7200	KIT SHORE 1.5FT 28-46	$6	$19	$51
800	7202	KIT SHORE 1.5FT 34-55	$7	$20	$60
800	7204	KIT SHORE 1.5FT 40-64	$9	$23	$67
800	7206	KIT SHORE 1.5FT 52-88	$9	$28	$76
800	7216	KIT SHORE 3.5FT 17-27	$9	$28	$79
800	7218	KIT SHORE 3.5FT 22-36	$9	$28	$84
800	7220	KIT SHORE 3.5FT 28-46	$9	$33	$88
800	7222	KIT SHORE 3.5FT 34-55	$11	$34	$98
800	7224	KIT SHORE 3.5FT 40-64	$14	$37	$107
800	7226	KIT SHORE 3.5FT 52-88	$14	$47	$126
800	7236	KIT SHORE 5FT 17-27	$9	$28	$79
800	7238	KIT SHORE 5FT 22-36	$9	$28	$84
800	7240	KIT SHORE 5FT 28-46	$10	$33	$88
800	7242	KIT SHORE 5FT 34-55	$11	$34	$98
800	7244	KIT SHORE 5FT 40-64	$14	$37	$107
800	7246	KIT SHORE 5FT 52-88	$14	$47	$126
800	7256	KIT SHORE 7FT 17-27	$9	$28	$84
800	7258	KIT SHORE 7FT 22-36	$9	$28	$84
800	7260	KIT SHORE 7FT 28-46	$10	$33	$93
800	7264	KIT SHORE 7FT 40-64	$14	$37	$107
800	7266	KIT SHORE 7FT 52-88	$15	$47	$126
800	7276	KIT SHORE 9FT 17-27	$11	$36	$102
800	7278	KIT SHORE 9FT 22-36	$14	$37	$107
800	7286	KIT SHORE 9FT 52-88	$16	$50	$145
902	1005	NARROW CHISEL F/DEMO ROTARY HAMMER	$7	$20	$65
902	1100	POINT F/TE-S DEMO HAMMER	$7	$20	$65
902	1105	NARROW CHISEL F/TE-S DEMO HAMMER	$7	$20	$65
902	1110	WIDE CHISEL F/TE-S DEMO HAMMER	$8	$26	$77
902	1140	FLEX BLADE HOLDER F/TE-S HAMMER	$22	$65	$194
902	1200	POINT F/SDSMAX ROTARY HAMMER	$7	$20	$65
902	1205	NARROW CHISEL F/SDSMAX ROTARY HAMMER	$7	$20	$65
902	1210	WIDE CHISEL F/SDSMAX ROTARY HMR	$7	$20	$65
902	1340	SDSMAX CARBIDE BIT 5/8 UP TO 23 OAL	$7	$20	$65
902	1360	SDSMAX CARBIDE BIT 3/4 UP TO 23 OAL	$7	$20	$65
902	1390	SDSMAX CARBIDE BIT 7/8 UP TO 23 OAL	$7	$20	$65
902	1400	SDSMAX CARBIDE BIT 1 UP TO 23 OAL	$7	$20	$65
902	1420	SDSMAX CARBIDE BIT 1-1/8 UP TO 23 OAL	$7	$20	$65
902	1430	SDSMAX CARBIDE BIT 1-1/4 UP TO 23 OAL	$7	$20	$65

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
902	1460	SDSMAX CARBIDE BIT 1-1/2 UP TO 23 OAL	$7	$20	$65
902	1700	POINT F/SDS ROTARY HAMMER	$7	$20	$65
902	1780	SDS CARBIDE BIT 1/4	$4	$11	$33
902	1790	SDS CARBIDE BIT 5/16	$4	$11	$33
902	1800	SDS CARBIDE BIT 3/8	$4	$11	$33
902	1810	SDS CARBIDE BIT 7/16	$4	$11	$33
902	1820	SDS CARBIDE BIT 1/2	$6	$17	$50
902	1830	SDS CARBIDE BIT 9/16	$6	$17	$50
902	1840	SDS CARBIDE BIT 5/8	$6	$17	$50
902	1860	SDS CARBIDE BIT 3/4	$6	$17	$50
902	1890	SDS CARBIDE BIT 7/8	$6	$17	$50
902	1900	SDS CARBIDE BIT 1	$6	$17	$50
902	5100	POINT F/BREAKER 1 SHANK	$7	$20	$60
902	5105	NARROW CHISEL F/BREAKER 1 SHANK	$7	$20	$60
902	5110	WIDE CHISEL F/BREAKER 1 SHANK	$8	$25	$76
902	5115	ASPHALT CUTTER F/BREAKER 1 SHANK	$8	$25	$76
902	5125	CLAY SPADE F/BREAKER 1 SHANK	$8	$25	$76
902	5200	POINT F/BREAKER 1-1/8 SHANK	$8	$25	$76
902	5205	NARROW CHISEL F/BREAKER 1-1/8 SHANK	$8	$25	$76
902	5210	WIDE CHISEL F/BREAKER 1-1/8 SHANK	$8	$25	$76
902	5215	ASPHALT CUTTER F/BREAKER 1-1/8 SHANK	$11	$32	$93
902	5225	CLAY SPADE F/BREAKER 1-1/8 SHANK	$11	$32	$93
902	5230	BUSHING TOOL F/BREAKER 1-1/8 SHANK	$14	$41	$122
902	5300	POINT F/BREAKER 1-1/4 SHANK	$8	$25	$76
902	5305	NARROW CHISEL F/BREAKER 1-1/4 SHANK	$8	$25	$76
902	5310	WIDE CHISEL F/BREAKER 1-1/4 SHANK	$8	$25	$76
902	5325	CLAY SPADE F/BREAKER 1-1/4 SHANK	$8	$25	$76
902	5400	MOIL POINT F/RCRS CHIPPER	$7	$20	$61
902	5405	NARROW CHISEL F/RCRS CHIPPER	$7	$20	$61
902	5430	BUSHING TOOL F/RCRS CHIPPER	$14	$41	$122
902	5500	MOIL POINT F/OCRS CHIPPER	$7	$21	$61
902	5505	NARROW CHISEL F/OCRS CHIPPER	$7	$20	$61
902	5850	POINT F/JUMBO RIVET BUSTER	$7	$20	$61
902	5855	CHISEL F/JUMBO RIVET BUSTER	$7	$20	$61
902	6100	EACH CARBIDE BIT HOLDER EDCO LT	$18	$52	$153
902	6102	EACH CARBIDE BIT HOLDER EDCO RT	$18	$52	$153
902	6135	EACH DYMADOT DBL GRIND DOT PAD GRY 30GR	$18	$51	$153
902	6170	EACH DYMASEG GRIND SEG GRY 18GR	$18	$51	$153
902	6185	EACH DYMAPCD GRIND PAD W/BACK LH BLU	$18	$51	$153
902	6186	EACH DYMAPCD GRIND PAD W/BACK RT BLK	$18	$51	$153
902	6229	DIAMOND INSERTS F/FLOOR GRINDER	$122	$293	$733
902	6243	CARBIDE GRINDING HEAD 17	$76	$229	$687

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
902	6500	PRESSURE WASHER HOSE 3/8X50	$4	$12	$33
902	6508	TELESCOPING WASHER WAND TO 12 FT	$20	$54	$156
902	6517	COLD WATER PRESSURE WASHER GUN / WAND	$5	$16	$47
902	6523	PRESSURE WASHER TIP	$1	$3	$9
902	6533	ROTARY SURFACE CLEANER 18-20 W/O WHLS	$32	$91	$269
903	1000	DIAMOND HI SPD BLADE CONCRETE 12-16	$22	$64	$193
903	1010	DIAMOND HI SPD BLADE ASPHALT 12-16	$22	$64	$193
903	1050	DIAMOND SAW BLADE CONCRETE 14-16	$49	$145	$435
903	1060	DIAMOND SAW BLADE ASPHALT 14-16	$49	$144	$427
903	1070	DIAMOND SAW BLADE CONCRETE 18-22	$86	$259	$767
903	1080	DIAMOND ROAD SAW BLD ASPHALT 18-22	$86	$259	$767
903	1090	DIAMOND SAW BLADE CONCRETE 24-28	$132	$391	$1,156
903	1100	DIAMOND SAW BLADE ASPHALT 24-28	$132	$395	$1,187
903	1110	DIAMOND SAW BLADE CONCRETE 30-36	$179	$528	$1,555
903	1120	DIAMOND SAW BLADE ASPHALT 30-36	$179	$528	$1,555
903	2070	DIAMOND CORE BIT 2	$22	$65	$193
903	2080	DIAMOND CORE BIT 2-1/2	$22	$65	$193
903	2085	DIAMOND CORE BIT 3	$27	$79	$233
903	2090	DIAMOND CORE BIT 3-1/2	$27	$79	$233
903	2095	DIAMOND CORE BIT 4	$33	$94	$273
903	2100	DIAMOND CORE BIT 4-1/2	$33	$94	$273
903	2110	DIAMOND CORE BIT 5	$36	$106	$312
903	2125	DIAMOND CORE BIT 6	$54	$158	$465
903	2150	DIAMOND CORE BIT 8	$85	$249	$736
903	2170	DIAMOND CORE BIT 10	$114	$339	$1,001
903	2180	DIAMOND CORE BIT 12	$157	$467	$1,384
904	0010	SKIDSTEER AUGER EXTENSION 24	$20	$61	$173
904	0020	SKIDSTEER AUGER EXTENSION 36	$21	$77	$237
904	0030	SKIDSTEER AUGER EXTENSION 48	$22	$80	$242
904	1015	SKIDSTEER AUGER BIT 6	$33	$111	$272
904	1025	SKIDSTEER AUGER BIT 9	$33	$113	$274
904	1035	SKIDSTEER AUGER BIT 12	$34	$123	$276
904	1050	SKIDSTEER AUGER BIT 16	$35	$126	$279
904	1055	SKIDSTEER AUGER BIT 18	$38	$137	$286
904	1065	SKIDSTEER AUGER BIT 24	$44	$140	$329
904	1070	SKIDSTEER AUGER BIT 30	$50	$163	$374
904	1075	SKIDSTEER AUGER BIT 36	$62	$196	$466
911	3325	JOHNSON BAR WHEELED PRY	$15	$39	$98
911	4631	PIPE MOUNTING CLAMP F/HACKSAW 4-12 PIPE	$37	$145	$562
911	6600	PUSH/PULL LAWN ROLLER 24	$17	$37	$75
911	8188	MANUAL REBAR CUTTER / BENDER 5/8 CAP	$26	$79	$237
911	8220	CONCRETE STAKES-2	$1	$2	$5

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS				
911 8222	CONCRETE STAKES-3	$1	$2	$5
912 0200	UNIV DIE HEAD F/535 & 300 1/8-2 RH NPT	$11	$32	$95
912 1500	ADJ PIPE STAND W/ V-HEAD	$10	$34	$108
912 1510	PIPE DOLLY GRASSHOPPER	$52	$133	$352
912 1520	TRISTAND PIPE VISE	$18	$53	$158
912 3110	CABLE ROLLER FOR RIGTIGHT SYSTEM	$5	$11	$27
912 3200	STRAIGHT CABLE ROLLER F/12-18 TRAY	$3	$8	$20
912 3202	STRAIGHT CABLE ROLLER F/20-24 TRAY	$3	$8	$20
912 3204	STRAIGHT CABLE ROLLER F/24-30 TRAY	$13	$27	$59
912 3206	STRAIGHT CABLE ROLLER F/30-36 TRAY	$13	$27	$59
912 3212	RADIUS CABLE ROLLER F/20-24 TRAY	$3	$8	$20
912 3214	RADIUS CABLE ROLLER F/24-30 TRAY	$13	$27	$59
912 3232	CONVEYOR PULLING SHEAVE W/8 ROLLERS 36	$27	$84	$252
912 3234	CONVEYOR PULLING SHEAVE W/10 ROLLER 48	$18	$57	$171
912 3246	TRAY SHEAVE 658 STYLE 12IN	$7	$22	$66
912 3248	TRIPLE SHEAVE CABLE GUIDE WITH HOOK	$21	$44	$132
912 3260	CABLE TRAY ROLLER 4 CABLE BOLT ON HB1A-6	$4	$11	$33
912 4000	SKY WELDER, 280A	$66	$145	$351
912 4500	WELDING CABLE EXTENSION 1/0X50	$15	$33	$73
912 4503	WELDING CABLE EXTENSION 1/0X100	$32	$84	$163
912 4506	WELDING CABLE W/ GROUND CLAMP 1/0X50	$12	$27	$61
912 4509	WELDING CABLE W/ GROUND CLAMP 1/0X100	$21	$47	$110
912 4530	WELDING CABLE EXTENSION 2/0X50	$14	$30	$66
912 4533	WELDING CABLE EXTENSION 2/0X100	$20	$51	$111
912 4536	WELDING CABLE W/ GROUND CLAMP 2/0X50	$14	$30	$63
912 4542	WELDING CABLE WHIP W/GRND CLAMP 2/0	$10	$18	$34
912 4545	WELDING CABLE W/ ROD HOLDER 2/0X50	$14	$30	$64
912 4551	WELDING CABLE WHIP W/ROD HLDR 2/0	$13	$23	$45
912 4604	REMOTE OUTPUT CONTROL 14 PIN X 100	$20	$41	$80
912 4658	WELDER INVERTER CST RACK F/8 PACK	$26	$66	$172
912 5254	MANUAL FLANGE SPREADER 150# 2-20	$10	$24	$69
913 1006	CONTAINMENT BERM 4X4	$15	$34	$98
913 1012	CONTAINMENT BERM 6X6	$39	$98	$269
913 1015	CONTAINMENT BERM 6X8	$39	$98	$269
913 1016	CONTAINMENT BERM 6X10	$39	$98	$269
913 1018	CONTAINMENT BERM 6X14	$39	$98	$269
913 1021	CONTAINMENT BERM 7X11	$39	$98	$269
913 1022	CONTAINMENT BERM 7X14	$39	$98	$269
913 1024	CONTAINMENT BERM 8X8	$44	$108	$293
913 1027	CONTAINMENT BERM 8X10	$44	$108	$293
913 1030	CONTAINMENT BERM 8X12	$44	$108	$293
913 1031	CONTAINMENT BERM 8X14	$44	$108	$293

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
913	1033	CONTAINMENT BERM 8X16	$44	$108	$293
913	1036	CONTAINMENT BERM 9X12	$44	$108	$293
913	1037	CONTAINMENT BERM 9X18	$44	$108	$293
913	1039	CONTAINMENT BERM 10X10	$63	$161	$440
913	1045	CONTAINMENT BERM 10X14	$63	$161	$440
913	1048	CONTAINMENT BERM 10X20	$63	$161	$440
913	1051	CONTAINMENT BERM 12X12	$63	$161	$440
913	1054	CONTAINMENT BERM 12X16	$63	$161	$440
913	1057	CONTAINMENT BERM 12X20	$88	$186	$493
913	1060	CONTAINMENT BERM 12X25	$88	$186	$493
913	1065	CONTAINMENT BERM 12X36	$108	$273	$733
913	1068	CONTAINMENT BERM 12X50	$108	$273	$733
913	1508	DIESEL EXHST SCRUBBER 91HP AND ABOVE	$70	$178	$379
913	2208	TRUCK TOOLBOX FUEL TANK COMBO 70-100 GAL	$86	$95	$111
913	2236	FUEL TANK 500 GALLON	$85	$231	$676
913	2250	PROPANE TANK 5 GAL/20#	$13	$31	$65
913	2252	PROPANE TANK 7 GAL/30#	$15	$34	$63
913	2254	FORKLIFT PROPANE TANK 8 GAL/33#	$13	$38	$78
913	2256	PROPANE TANK 10 GAL/40#	$18	$43	$86
913	2260	PROPANE TANK 25 GAL/100#	$13	$43	$86
913	2512	WORKSTATION PORTABLE	$25	$110	$313
913	2550	TRUCK ACCESSORY/UTILITY RACK	$22	$47	$113
913	2560	PICK UP TRUCK TONNEAU COVER	$27	$53	$125
913	2610	POLY STORAGE BIN 48X45X34 COLLAPSIBLE	$7	$20	$60
913	2618	POLY STORAGE BIN 32X30X25 COLLAPSIBLE	$6	$15	$42
913	2622	POLY STORAGE BIN 48X45X42 COLLAPSIBLE	$11	$32	$93
913	2624	STEEL MESH STORAGE BIN 48X40X36 COLLAPSE	$3	$9	$28
913	2626	LID CONTAINER - 48X45	$1	$3	$9
913	2630	HOSE & PIPE STORAGE RACK	$18	$40	$108
913	2652	POLY STORAGE PALLET	$6	$15	$42
913	2700	GPS EQUIPPED BASIC SERVICE	$19	$28	$85
913	2720	PUMP MONITOR KIT: MODEM/SOLAR PANL	$45	$89	$184
913	3052	SAFETY HARNESS & LANYARD KIT	$21	$43	$120
913	3060	ZIP WALL PACKAGE 4X12 POLES/2 ZIPPER	$20	$34	$69
913	3070	EYEWASH STATION	$40	$119	$348
913	3202	FIRE EXTINGUISHER W/VEH BRACKET 2-1/2#	$3	$9	$28
913	3332	SIGN SHOULDER WORK AHEAD 48X48 REF	$10	$33	$88
913	3415	TRAFFIC SIGN ROAD WORK AHEAD	$19	$54	$109
913	3416	SIGN ROAD WORK AHEAD 48X48 REF	$10	$33	$88
913	3425	SIGN END ROAD WORK 48X48 REF	$10	$33	$88
913	3478	TRAFFIC SIGN SIDEWALK CLOSED	$21	$64	$128
913	3497	SIGN BE PREPARED TO STOP 48X48 REF	$10	$30	$84

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Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
913	3502	TRAFFIC SIGN STOP/SLOW PADDLE	$8	$15	$26
913	3553	TRAFFIC SIGN STAND	$5	$8	$18
913	3562	TRAFFIC SIGN OVERLAY LEFT	$2	$4	$5
913	3703	REFL TRAFFIC BARRICADE W/O FLASHER 24	$7	$16	$33
913	3704	REFL TRAFFIC BARRICADE W/FLASHER 24	$11	$19	$37
913	3712	REFL TRAFFIC DELINEATOR W/BASE 42	$5	$11	$21
913	3721	FLASHING BARRICADE LIGHT	$8	$20	$37
913	3747	TRAFFIC CONE	$4	$8	$18
913	3760	WATER FILLED TRAFFIC BARRICADE ORANGE	$22	$45	$113
913	3762	WATER FILLED TRAFFIC BARRICADE WHITE	$11	$32	$91
913	3766	WATER/CABLE TRAFFIC TL1/TL2 BARRICADE OR	$22	$45	$115
913	3767	WATER/CABLE TRAFFIC TL1/TL2 BARRICADE WH	$24	$54	$156
913	3770	PEDESTRIAN BARRICADE ADA ORG 72X38	$10	$24	$78
913	3771	PEDESTRIAN BARRICADE ADA WHT 72X38	$10	$24	$78
913	3780	WATER BARRICADE FENCE PANEL 4X6	$6	$20	$49
913	3782	WATER BARRICADE SINGLE GATE 6X6 COMPLETE	$10	$24	$69
913	3814	WIRE MESH FENCE PANEL 6X10	$4	$11	$33
913	3830	CROWD CONTROL BARRICADE 48X8	$10	$22	$66
913	3860	NOISE REDUCTION WALL PANEL 81X52IN	$10	$20	$54
913	4004	COMBINATION HITCH PINTLE & 2 BALL	$13	$36	$75
913	4006	COMBINATION HITCH PINTLE & 2-5/16 BALL	$13	$30	$75
913	4106	TIE DOWN BINDER CHAIN G7 3/8 10-16	$10	$23	$56
913	4110	TIE DOWN BINDER CHAIN G7 3/8X20	$7	$15	$26
913	4122	RATCHET LOAD BINDER F/3/8-1/2 CHAIN	$8	$19	$37
913	4502	ROAD PLATE 5X8	$103	$206	$618
913	4504	ROAD PLATE 5X10	$51	$133	$354
913	4508	ROAD PLATE 8X10	$45	$127	$356
913	4516	ROAD PLATE 8X20	$99	$246	$681
913	5130	LED AREA LIGHT W/TRIPOD	$40	$121	$365
913	5134	LED WORK LIGHT W/TRIPOD DUAL LAMP	$40	$79	$163
913	5205	LIGHT STRING LED 20FT SINGLE LAMP 120V	$7	$22	$65
913	5210	TEMPORARY LIGHT STRING 50	$12	$30	$73
913	5212	TEMPORARY LIGHT STRING 100	$25	$76	$162
913	6005	TEMPORARY WALL MOBILITY CART	$59	$59	$117
913	6010	TEMPORARY WALL RIGHT SIDE INTERFACE	$33	$33	$66
913	6015	TEMPORARY WALL LEFT SIDE INTERFACE	$33	$33	$66
913	6020	TEMPORARY WALL FLEXIBLE CORNER	$25	$25	$52
913	6025	TEMPORARY WALL FILLER PANEL KIT	$19	$19	$37
913	6035	HINGED DOOR MODULE 42 IN	$183	$183	$365
913	6050	TEMPORARY WALL MODULE 12 IN	$59	$59	$117
913	6055	TEMPORARY WALL MODULE 18 IN	$66	$66	$132
913	6060	TEMPORARY WALL MODULE 24 IN	$73	$73	$147

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
913	6065	TEMPORARY WALL MODULE 32 IN	$77	$77	$154
913	6070	TEMPORARY WALL MODULE 42 IN	$88	$88	$176
913	6075	SINGLE ROOM PRESSURE MONITOR	$102	$102	$204
913	6080	NEGATIVE AIR MGMT PANEL 24 IN	$96	$96	$191
920	1003	INCREASER / REDUCER 3X2	$7	$14	$33
920	1009	INCREASER / REDUCER 4X3	$9	$23	$56
920	1024	INCREASER / REDUCER 6X3	$9	$23	$56
920	1027	INCREASER / REDUCER 6X4	$9	$23	$56
920	1039	INCREASER / REDUCER 8X6	$9	$23	$56
920	1054	INCREASER / REDUCER 10X8	$23	$56	$149
920	1066	INCREASER / REDUCER 12X6	$23	$56	$149
920	1069	INCREASER / REDUCER 12X8	$23	$56	$149
920	1072	INCREASER / REDUCER 12X10	$23	$56	$149
920	1095	INCREASER / REDUCER 14X12	$23	$56	$149
920	1115	INCREASER / REDUCER 16X12	$23	$56	$149
920	1130	INCREASER / REDUCER 18X12	$23	$56	$149
920	1159	INCREASER / REDUCER 20X18	$42	$112	$279
920	1183	INCREASER / REDUCER 24X18	$42	$112	$279
920	2018	PIPE 90 DEG ELL 4 IN BY VARIOUS OUTPUT	$6	$11	$25
920	2024	PIPE 90 DEG ELL 6 IN BY VARIOUS OUTPUT	$10	$18	$41
920	2028	PIPE 45 DEG ELL 8 IN BY VARIOUS OUTPUT	$6	$11	$25
920	2030	PIPE 90 DEG ELL 8 IN BY VARIOUS OUTPUT	$12	$33	$74
920	2036	PIPE 90 DEG ELL 10 IN BY VARIOUS OUTPUT	$12	$33	$74
920	2040	PIPE 45 DEG ELL 12 IN BY VARIOUS OUTPUT	$12	$33	$74
920	2042	PIPE 90 DEG ELL 12 IN BY VARIOUS OUTPUT	$14	$42	$112
920	2109	PIPE TEE 4 IN BY VARIOUS OUTPUT	$12	$33	$93
920	2112	PIPE TEE 6 IN BY VARIOUS OUTPUT	$12	$33	$93
920	2115	PIPE TEE 8 IN BY VARIOUS OUTPUT	$12	$33	$93
920	2121	PIPE TEE 12 IN BY VARIOUS OUTPUT	$14	$42	$121
920	2168	PIPE WYE 12 IN BY VARIOUS OUTPUT	$14	$42	$121
920	2324	PIPE ADAPTER 4 FLANGE X F NPT	$3	$9	$23
920	2332	PIPE ADAPTER 6 FLANGE X F CAM	$7	$19	$47
920	2334	PIPE ADAPTER 6 FLANGE X F NPT	$7	$19	$47
920	2340	PIPE ADAPTER 8 FLANGE X F BAUER	$7	$14	$28
920	2341	PIPE ADAPTER 8 FLANGE X M BAUER	$7	$14	$28
920	2772	PIPE ADAPTER 4 F CAM X F NPT TYPE D	$7	$14	$28
920	3309	SUCTION HOSE STRAINER 4	$7	$20	$60
920	3312	SUCTION HOSE STRAINER 6	$7	$20	$60
920	3315	SUCTION HOSE STRAINER 8	$7	$20	$60
920	3509	WATER PIPE / HOSE MANIFOLD 4	$32	$89	$265
920	3512	WATER PIPE / HOSE MANIFOLD 6	$42	$124	$328
920	3515	WATER PIPE / HOSE MANIFOLD 8	$45	$133	$415

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS				
920 3521	WATER PIPE / HOSE MANIFOLD 12	$91	$223	$622
920 3580	PIPE SUPPORT BLOCK	$1	$2	$4
920 3610	PUMP CONTROL PANEL AUTOMATIC	$18	$53	$159
920 3620	PUMP CONTROL PANEL MANUAL	$14	$37	$111
920 3640	WATER PUMP FLOAT SWITCH SINGLE	$5	$14	$40
920 3650	SUBMERSIBLE PUMP RAFT	$37	$109	$333
920 3680	MAGNETIC GPM FLOW METER INDICATOR/TOTAL	$56	$166	$498
920 4205	GATE VALVE 2	$10	$31	$88
920 4215	GATE VALVE 4	$28	$70	$140
920 4220	GATE VALVE 6	$28	$70	$140
920 4225	GATE VALVE 8	$28	$70	$140
920 4230	GATE VALVE 10	$37	$93	$186
920 4235	GATE VALVE 12	$37	$93	$186
920 4250	GATE VALVE 18	$74	$209	$419
920 4340	CHECK VALVE 8	$8	$25	$75
920 4406	FLANGED BLEEDER VALVE 6	$14	$37	$116
920 5002	FT OF PVC WELLPOINT HEADER PIPE 6	$1	$2	$5
920 5054	WELLPOINT RISER/HEADER SWINGS	$2	$7	$19
920 5060	WELLPOINT SELF JET POINT W/PVC SCREEN	$3	$8	$23
920 6003	KANAFLEX SUCTION HOSE CAM CPLNG 2X20	$7	$21	$63
920 6006	KANAFLEX SUCTION HOSE CAM CPLNG 3X20	$10	$27	$80
920 6009	KANAFLEX SUCTION HOSE CAM CPLNG 4X20	$13	$38	$112
920 6011	KANAFLEX SUCTION HOSE CAM CPLNG 6X10	$13	$38	$112
920 6012	KANAFLEX SUCTION HOSE CAM CPLNG 6X20	$42	$105	$278
920 6014	KANAFLEX SUCTION HOSE CAM CPLNG 8X10	$42	$105	$278
920 6015	KANAFLEX SUCTION HOSE CAM CPLNG 8X20	$54	$166	$473
920 6029	KANAFLEX SUCTION HOSE BAUER CPLNG 4X20	$20	$58	$171
920 6032	KANAFLEX SUCTION HOSE BAUER CPLNG 6X20	$42	$104	$278
920 6035	KANAFLEX SUCTION HOSE BAUER CPLNG 8X20	$42	$104	$278
920 6040	KANAFLEX SUCTION HOSE BAUER CPLNG 12X10	$42	$104	$278
920 6041	KANAFLEX SUCTION HOSE BAUER CPLNG 12X20	$92	$270	$808
920 6203	PVC SUCTION HOSE CAM CPLNG 2X20	$15	$39	$77
920 6206	PVC SUCTION HOSE CAM CPLNG 3X20	$15	$39	$77
920 6209	PVC SUCTION HOSE CAM CPLNG 4X20	$19	$56	$115
920 6212	PVC SUCTION HOSE CAM CPLNG 6X20	$19	$56	$115
920 6400	RUBBER SUCTION HOSE CAM CPLNG 1X20	$13	$34	$67
920 6403	RUBBER SUCTION HOSE CAM CPLNG 2X20	$13	$34	$67
920 6406	RUBBER SUCTION HOSE CAM CPLNG 3X20	$13	$34	$67
920 6409	RUBBER SUCTION HOSE CAM CPLNG 4X20	$28	$93	$256
920 6411	RUBBER SUCTION HOSE CAM CPLNG 6X10	$28	$93	$256
920 6412	RUBBER SUCTION HOSE CAM CPLNG 6X20	$28	$93	$256
920 6429	RUBBER SUCTION HOSE BAUER CPLNG 4X20	$47	$97	$219

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
920	6432	RUBBER SUCTION HOSE BAUER CPLNG 6X20	$47	$97	$219
920	6434	RUBBER SUCTION HOSE BAUER CPLNG 8X10	$47	$97	$219
920	6435	RUBBER SUCTION HOSE BAUER CPLNG 8X20	$55	$133	$358
920	6437	RUBBER SUCTION HOSE BAUER CPLNG 10X10	$55	$133	$358
920	6440	RUBBER SUCTION HOSE BAUER CPLNG 12X10	$55	$133	$358
920	6482	RUBBER SUCTION HOSE VICT CPLNG 6X20	$6	$18	$50
920	6515	RUBBER SUCTION HOSE FLNG CPLNG 8X20	$53	$132	$348
920	6518	RUBBER SUCTION HOSE FLNG CPLNG 10X20	$79	$202	$465
920	6521	RUBBER SUCTION HOSE FLNG CPLNG 12X20	$79	$202	$465
920	6616	COMPOSITE DISCHARGE HOSE W/FLANGE 3X20	$8	$32	$88
920	6623	COMPOSITE DISCHARGE HOSE W/FLANGE 4X10	$24	$75	$229
920	6626	COMPOSITE DISCHARGE HOSE W/FLANGE 4X20	$54	$162	$486
920	6636	COMPOSITE DISCHARGE HOSE W/FLANGE 6X20	$68	$187	$512
920	6643	COMPOSITE DISCHARGE HOSE W/FLANGE 8X10	$68	$187	$512
920	6646	COMPOSITE DISCHARGE HOSE W/FLANGE 8X20	$76	$203	$596
920	6657	COMPOSITE DISCHARGE HOSE W/FLANGE 10X20	$40	$119	$356
920	6663	COMPOSITE DISCHARGE HOSE W/FLANGE 12X10	$40	$119	$356
920	6666	COMPOSITE DISCHARGE HOSE W/FLANGE 12X20	$105	$214	$632
920	6803	CANVAS FIRE HOSE 1-1/2X50	$7	$21	$62
920	6818	CANVAS FIRE HOSE 2-1/2X50	$11	$33	$95
920	6827	CANVAS FIRE HOSE 3X50	$13	$30	$56
920	7004	CHEMICAL HOSE W/SSTL CAMLOCK 1X20	$19	$54	$161
920	7014	CHEMICAL HOSE W/SSTL CAMLOCK 2X20	$23	$70	$209
920	7024	CHEMICAL HOSE W/SSTL CAMLOCK 3X20	$23	$70	$209
920	7034	CHEMICAL HOSE W/SSTL CAMLOCK 4X20	$23	$70	$209
920	7044	CHEMICAL HOSE W/SSTL CAMLOCK 6X20	$23	$70	$209
920	7054	CHEMICAL HOSE W/SSTL FLANGE 2X20	$23	$70	$209
920	7065	CHEMICAL HOSE W/SSTL FLANGE 3X20	$23	$70	$209
920	7074	CHEMICAL HOSE W/SSTL FLANGE 4X20	$23	$70	$209
920	7084	CHEMICAL HOSE W/SSTL FLANGE 6X20	$47	$116	$326
920	7103	ORAFLEX DISCHARGE HOSE CAM CPLNG 2X50	$11	$32	$94
920	7106	ORAFLEX DISCHARGE HOSE CAM CPLNG 3X50	$11	$32	$94
920	7109	ORAFLEX DISCHARGE HOSE CAM CPLNG 4X50	$16	$47	$140
920	7118	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50	$38	$96	$252
920	7121	ORAFLEX DISCHARGE HOSE CAM CPLNG 8X50	$86	$242	$658
920	7129	ORAFLEX DISCHARGE HOSE BAUER CPLNG 4X50	$44	$66	$132
920	7132	ORAFLEX DISCHARGE HOSE BAUER CPLNG 6X50	$53	$105	$176
920	7135	ORAFLEX DISCHARGE HOSE BAUER CPLNG 8X50	$75	$186	$485
920	7218	ORAFLEX DISCHARGE HOSE FLNG CPLNG 10X50	$75	$186	$485
920	7303	PVC DISCHARGE HOSE CAM CPLNG 2X50	$7	$20	$61
920	7306	PVC DISCHARGE HOSE CAM CPLNG 3X50	$11	$32	$94
920	7309	PVC DISCHARGE HOSE CAM CPLNG 4X50	$16	$47	$140

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
920	7312	PVC DISCHARGE HOSE CAM CPLNG 6X50	$57	$143	$306
920	7402	RUBBER DISCHARGE HOSE CAM CPLNG 2X25	$11	$20	$40
920	7403	RUBBER DISCHARGE HOSE CAM CPLNG 2X50	$13	$33	$70
920	7406	RUBBER DISCHARGE HOSE CAM CPLNG 3X50	$13	$33	$70
920	7408	RUBBER DISCHARGE HOSE CAM CPLNG 4X25	$13	$33	$70
920	7409	RUBBER DISCHARGE HOSE CAM CPLNG 4X50	$27	$64	$151
920	7412	RUBBER DISCHARGE HOSE CAM CPLNG 6X50	$70	$147	$360
920	7455	RUBBER DISCHARGE HOSE PIN CPLNG 3X25	$8	$21	$58
920	7515	RUBBER DISCHARGE HOSE FLNG CPLNG 8X50	$105	$337	$959
920	7518	RUBBER DISCHARGE HOSE FLNG CPLNG 10X50	$106	$346	$965
920	7521	RUBBER DISCHARGE HOSE FLNG CPLNG 12X50	$176	$527	$1,582
920	7705	OIL SUCT/DISCH HOSE FLNG CPLNG 2X20	$38	$113	$219
920	7715	OIL SUCT/DISCH HOSE FLNG CPLNG 3X20	$38	$113	$219
920	7720	OIL SUCT/DISCH HOSE 4XSPECIAL LE	$38	$113	$219
920	7725	OIL SUCT/DISCH HOSE FLNG CPLNG 4X20	$38	$113	$219
920	7735	OIL SUCT/DISCH HOSE FLNG CPLNG 6X20	$62	$186	$391
920	7745	OIL SUCT/DISCH HOSE FLNG CPLNG 8X20	$62	$186	$391
920	7755	OIL SUCT/DISCH HOSE FLNG CPLNG 10X20	$90	$269	$586
920	7762	OIL SUCT/DISCH HOSE FLNG CPLNG 12X10	$90	$269	$586
920	7765	OIL SUCT/DISCH HOSE FLNG CPLNG 12X20	$113	$335	$1,004
920	7772	OIL SUCT/DISCH HOSE FLNG CPLNG 14X10	$113	$335	$1,004
920	7903	STAINLESS STEEL HOSE MNPT CPLNG 3/4X50	$11	$33	$99
920	7905	STAINLESS STEEL HOSE 1X20	$16	$43	$86
920	7910	STAINLESS STEEL HOSE 1X50	$25	$63	$157
920	7915	STAINLESS STEEL HOSE 2X20	$36	$106	$358
920	7916	STAINLESS STEEL HOSE 2X20 W/300# FLNG	$36	$106	$358
920	7925	STAINLESS STEEL HOSE 3X20	$36	$106	$358
920	7933	STAINLESS STEEL HOSE 4X10	$22	$70	$207
920	7935	STAINLESS STEEL HOSE 4X20	$36	$106	$358
920	7943	STAINLESS STEEL HOSE 6X10	$36	$106	$358
920	7945	STAINLESS STEEL HOSE 6X20	$72	$215	$442
920	7955	STAINLESS STEEL HOSE 8X20	$90	$259	$535
920	7975	STAINLESS STEEL HOSE 12X20	$94	$284	$824
920	8144	HYDRAULIC HOSE 1X50	$19	$47	$116
920	8154	HYDRAULIC HOSE 1-1/4X50	$19	$47	$116
920	8164	HYDRAULIC HOSE 1-1/2X50	$19	$47	$116
920	8225	CARBON STEEL HOSE W/FLANGE 6X20	$47	$93	$233
920	8230	CARBON STEEL HOSE W/FLANGE 8X20	$47	$93	$233
920	8458	RUBBER WATER HOSE W/GH FTGS 3/4X50	$5	$16	$47
920	9012	TEST PIPE PLUG 8IN	$4	$14	$34
920	9024	TEST PIPE PLUG 24IN	$79	$233	$703
920	9062	MULTI SIZE TEST BALL UP TO 12	$28	$74	$186

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS				
920 9066	MULTI SIZE TEST BALL UP TO 18	$28	$74	$186
920 9068	MULTI SIZE TEST BALL UP TO 24	$28	$74	$186
920 9072	MULTI SIZE TEST BALL UP TO 36	$28	$74	$186
920 9074	MULTI SIZE TEST BALL UP TO 48	$233	$769	$2,307
920 9162	TEST BALL LIFT LINE W/HOSE & GAUGES	$28	$74	$186
920 9198	BLOCK PLUG HOSE W/20FT ROPE & GAUGE	$7	$19	$47
920 9708	BLOCK PIPE PLUG 4IN	$7	$19	$47
920 9709	BLOCK PIPE PLUG 4IN LONG	$7	$19	$47
920 9711	BLOCK PIPE PLUG 6IN	$7	$19	$47
920 9713	BLOCK PIPE PLUG 8IN	$7	$19	$47
920 9763	BLOCK PIPE PLUG 6-12IN	$18	$35	$100
921 1088	PCS OF ALUM PIPE 8X40 VICTAULIC	$69	$198	$405
921 1128	PCS OF ALUM PIPE 12X40 VICTAULIC	$84	$259	$519
921 1203	VICTAULIC PIPE CLAMP 4	$1	$3	$7
921 1206	VICTAULIC PIPE CLAMP 6	$1	$3	$7
921 1208	VICTAULIC PIPE CLAMP 8	$1	$3	$7
921 1212	VICTAULIC PIPE CLAMP 12	$2	$4	$11
921 1518	PCS OF CERTALOK PVC PIPING 6X20	$3	$7	$13
921 1568	PCS OF CERTALOK PVC PIPING 12X20	$14	$19	$37
921 1810	FT OF FUSEABLE HDPE PIPE 4	$2	$2	$6
921 1812	FT OF FUSEABLE HDPE PIPE 6	$2	$2	$6
921 1814	FT OF FUSEABLE HDPE PIPE 8	$3	$3	$7
921 1816	FT OF FUSEABLE HDPE PIPE 10	$3	$3	$7
921 1818	FT OF FUSEABLE HDPE PIPE 12	$3	$3	$7
921 1820	FT OF FUSEABLE HDPE PIPE 14	$3	$3	$7
921 1822	FT OF FUSEABLE HDPE PIPE 16	$3	$3	$7
921 1824	FT OF FUSEABLE HDPE PIPE 18	$3	$3	$7
921 1826	FT OF FUSEABLE HDPE PIPE 20	$3	$3	$7
921 1828	FT OF FUSEABLE HDPE PIPE 24	$3	$3	$7
921 1834	FT OF FUSEABLE HDPE PIPE 30	$3	$3	$7
921 1854	HDPE PIPE W/BAUER CPLNG 6X20	$15	$30	$63
921 1862	HDPE PIPE W/BAUER CPLNG 8X20	$15	$30	$63
921 1924	HDPE PIPE W/FLANGE CPLNGS 8X40	$20	$39	$123
921 1942	HDPE PIPE W/FLANGE CPLNG 12X40	$30	$61	$147
921 2037	BACK UP RING F/HDPE FLANGE ADAPTER 18	$28	$83	$249
921 2045	BACK UP RING F/HDPE FLANGE ADAPTER 24	$39	$116	$349
921 2049	BACK UP RING F/HDPE FLANGE ADAPTER 30	$50	$150	$449
921 2150	HDPE FLOAT TEE PIPE W/STRAINER 4	$14	$35	$97
921 2152	HDPE FLOAT TEE PIPE W/ STRAINER 6	$15	$40	$124
921 2156	HDPE FLOAT TEE PIPE W/ STRAINER 12	$23	$60	$179
921 2164	HDPE FLOAT TEE PIPE W/ STRAINER 20	$23	$60	$179
921 2180	HDPE FLOAT PIPE W/8 STRNR 8 FLNG	$30	$85	$252

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
921	2188	HDPE RDC FLOAT PIPE W/16 STRNR 14 FLNG	$30	$85	$252
921	2192	HDPE RDC FLOAT PIPE W/18 STRNR 12 FLNG	$30	$85	$252
921	2228	HDPE FITTING 12X90 DEG	$55	$108	$184
921	2238	HDPE FITTING 18X90 DEG	$55	$108	$184
921	2248	HDPE FITTING 24X45 DEG	$50	$168	$465
921	2250	HDPE FITTING 24X90 DEG	$50	$168	$465
921	2260	HDPE FITTING 30X45 DEG	$50	$168	$465
921	2262	HDPE FITTING 30X90 DEG	$50	$168	$465
921	2270	HDPE TEE 12 INPUT BY VARIOUS OUTPUT	$23	$47	$93
921	2299	HDPE REDUCER 30 DOWN TO ALL	$105	$316	$948
921	2355	VICTAULIC STYLE CLAMP F/6 HDPE PIPE	$6	$16	$47
921	2530	PCS GALV STL PIPE W/BAUER CPLNG 8X20	$51	$51	$64
921	2546	PCS GALV STL PIPE W/BAUER CPLNG 12X10	$51	$51	$64
921	2584	BAUER ELBOW 6X45 DEG	$16	$45	$132
921	2586	BAUER ELBOW 6X90 DEG	$16	$47	$136
925	1714	AIR HOSE ASSY 3/8X50 CRWFT CPLNG	$5	$17	$50
925	1715	AIR HOSE ASSY 3/8X50 QD CPLNG	$11	$27	$58
925	1734	AIR HOSE ASSY 3/4X50 CRWFT CPLNG	$12	$28	$61
925	1735	AIR HOSE ASSY 3/4X50 THOR CPLNG	$12	$28	$61
925	1802	AIR HOSE ASSY 2X25	$13	$33	$88
925	1808	AIR HOSE ASSY 2X25 HI PRESSURE	$13	$33	$88
925	1811	AIR HOSE ASSY 2X50	$17	$42	$112
925	1814	AIR HOSE ASSY 2X50 HI PRESSURE	$17	$42	$112
925	1823	AIR HOSE ASSY 3X25	$21	$59	$164
925	1829	AIR HOSE ASSY 3X25 HI PRESSURE	$21	$59	$164
925	1832	AIR HOSE ASSY 3X50	$37	$81	$198
925	1835	AIR HOSE ASSY 3X50 HI PRESSURE	$37	$81	$198
925	2019	WHIP HOSE W/INLINE OILER 1/2	$7	$15	$40
925	2103	WHIPCHECK CABLE H/H 1/2 TO 1-1/4	$6	$9	$19
925	2104	WHIPCHECK CABLE H/H 1-1/2 TO 3	$6	$9	$19
925	2173	AIR MANIFOLD 15 GAL W/8 OUTLETS	$37	$114	$326
925	3006	FORCED AIR ELECTRIC HEATER 120V	$15	$42	$121
925	3080	POWER CABLE 6/4X50 480/3 PH	$15	$42	$121
925	3210	AIRMOVER AXIAL VENT BLOWER 12 IN ELEC	$32	$123	$277
925	3250	AIRMOVER LOW PROFILE FAN	$22	$88	$198
925	3260	AIRMOVER CARPET DRYER	$22	$88	$198
925	3263	AXIAL FAN 25"	$49	$145	$383
925	3265	HI VELOCITY AXIAL FAN 24-25"	$22	$66	$198
925	5140	CONDENSATE PUMP F/CP12 & CP18	$6	$15	$42
925	5141	CONDENSATE PUMP F/D12	$6	$15	$42
930	0100	TRASH CHUTE 30X4	$19	$38	$78
930	2016	MULTI POSITION CART F/ROTARY HAMMER	$32	$93	$330

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS				
930 2070	UTILITY CART/TRAILER NHS 4X6	$33	$93	$174
930 2073	TILT DEBRIS CART 1/2 CU YD MANUAL	$32	$91	$264
930 2076	TILT DEBRIS CART 1 CU YD MANUAL	$35	$125	$328
930 2078	DRYWALL/PANEL CART	$27	$80	$230
930 2220	HAND DOLLY W/O STRAP 400-700# CAP	$13	$24	$52
930 2222	APPLIANCE DOLLY W/STRAP 500-700# CAP	$19	$41	$100
930 2228	EQUIPMENT / APPLIANCE DOLLY 4 WHEEL	$8	$24	$70
930 2236	FURNITURE/PIANO DOLLY 4 SWIVEL WHEEL	$20	$49	$108
930 2274	PALLET JACK	$24	$76	$210
930 3006	HYDRAULIC BOTTLE JACK 12T	$7	$21	$63
930 3015	HYDRAULIC BOTTLE JACK 22T	$11	$32	$95
930 3060	HYDRAULIC TOE JACK 10T	$26	$66	$198
930 3076	SCREW BOTTLE JACK 20 TON	$11	$32	$95
930 3404	BEAM CLAMP F/4-12 BEAM 3T CAP	$33	$86	$238
930 3406	BEAM CLAMP F/4-12 BEAM 5T CAP	$39	$116	$343
930 3599	ROAD PLATE LIFTING RING 1.25IN	$5	$10	$28
930 3600	ROAD PLATE SWIVEL LIFTING RING 1.25IN	$10	$23	$65
930 4016	ALUMINUM EXTENSION LADDER 32	$26	$79	$237
930 4020	ALUMINUM EXTENSION LADDER 40	$35	$105	$316
930 4068	WIDE STANCE ADJ LEG FBR EXT LADDER 24FT	$30	$83	$249
930 4072	WIDE STANCE ADJ LEG FBR EXT LADDER 28FT	$30	$83	$249
930 4074	FIBERGLASS EXTENSION LADDER 32	$32	$93	$277
930 4082	FIBERGLASS EXTENSION LADDER 40	$44	$132	$395
930 4084	WIDE STANCE ADJ LEG FBR EXT LADDER 40FT	$49	$147	$434
930 4162	FIBERGLASS STEP LADDER 12	$32	$93	$277
930 4166	FIBERGLASS STEP LADDER 16	$44	$132	$395
930 4244	FIBERGLASS STEP LADDER W/CAGE 4FT	$20	$59	$166
930 4246	FIBERGLASS STEP LADDER W/CAGE 6FT	$20	$59	$166
930 4248	FIBERGLASS STEP LADDER W/CAGE 8FT	$24	$73	$210
930 4250	FIBERGLASS STEP LADDER W/CAGE 10FT	$30	$83	$249
930 4252	ADJ FBR STEP CAGE LADDER W/WHL 5-9FT	$24	$78	$239
930 4254	ADJ FBR STEP CAGE LADDER W/WHL 8-14FT	$30	$88	$264
930 4256	SECTIONS OF TANK LADDER 5	$8	$18	$49
930 4310	ALUMINUM LADDER PLANK 16	$22	$66	$198
930 4312	ALUMINUM LADDER PLANK 20	$28	$79	$228
930 4314	ALUMINUM LADDER PLANK 24	$32	$93	$277
930 6010	SET OF PALLET FORKS 72 CL2	$40	$96	$271
930 6030	SET OF PALLET FORKS 72 CL3	$43	$106	$238
930 6036	SET OF PALLET FORKS 96 CL3	$34	$98	$266
930 6073	FORK EXTENSION (SET OF 2) 72IN	$30	$75	$212
930 6076	FORK EXTENSION (SET OF 2) 96IN (BLUE)	$21	$64	$173
930 6080	SET OF PALLET FORKS F/BUCKETS	$37	$97	$235

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
930	6095	CARPET POLE ATTACHMENT	$25	$80	$233
930	6140	TELEHANDLER BLOCK FORK 48	$28	$60	$127
930	6160	SKIDSTEER FORK FRAME SET 36 CL2	$41	$121	$298
930	6164	SKIDSTEER FRAME & FORK SET 42	$44	$105	$311
930	6166	SKIDSTEER FRAME & FORK SET 48 CL2	$41	$102	$245
930	6250	LIFT-N-TOW F/FORKLIFT VAR CAP 4-10K HOOK	$18	$71	$132
930	6252	SWIVEL LIFTING HOOK F/FORKLIFT VAR CAP	$72	$201	$510
930	6260	BOOM ARM F/HANDLER 8-15 4K MAX	$105	$219	$703
930	6265	TELESCOPING BOOM F/FORKLIFT 42-139	$84	$216	$614
930	6267	AERIAL LIFT CRIBBING BLOCK 0-8 STEP	$24	$51	$153
930	6272	GLASS PANEL CRADLE KIT F/BOOM LIFT	$36	$81	$160
930	6281	PLATFORM RAIL PADDING F/AERIAL LIFT	$117	$117	$117
930	6510	SOLID TIRE F/SKIDSTEER	$67	$163	$402
930	6520	TURF/FLOAT TIRE F/GEHL & JLG TELEHANDER	$39	$163	$330
930	6524	TURF/FLOAT TIRE F/TELEHANDLER	$39	$163	$330
930	6530	TURF/FLOAT TIRE F/TRUCKS	$39	$163	$330
930	7636	FORK SLIP ON BUCKET SMOOTH 72IN 1-1/2YD	$28	$110	$315
930	7642	FORK SLIP ON BUCKET SMOOTH 96IN 1-3/4YD	$44	$111	$290
930	7761	SKIDSTEER/CRAWLER BUCKET SMOOTH 66-68IN	$50	$141	$352
930	7763	SKIDSTEER/CRAWLER BUCKET SMOOTH 72-74IN	$50	$141	$352
930	7778	SKIDSTEER/CRAWLER BUCKET TOOTH 66-68IN	$50	$141	$352
930	7781	SKIDSTEER/CRAWLER BUCKET TOOTH 72-74IN	$50	$141	$352
930	7912	EXCAVATOR THUMB ATTACHMENT HYDRAULIC	$50	$141	$352
930	9110	GROUND PROTECTION MAT 4X8 DUAL SIDE	$18	$35	$49
930	9115	GROUND PROTECTION MAT 10X7 DUAL SIDE	$36	$47	$101
930	9117	GROUND PROTECTION MAT HD 14X7 DUAL SIDE	$40	$49	$105
930	9122	GROUND PROTECTION MAT LOCK PLATE 2 WAY	$1	$2	$5
930	9124	GROUND PROTECTION MAT LOCK PLATE 4 WAY	$1	$2	$5
930	9130	GROUND PROTECTION MAT TOOL KIT	$21	$60	$172
930	9140	GROUND MAT RAMP F/10X7 36 UNDER FLANGE	$5	$8	$18
930	9141	GROUND MAT RAMP F/10X7 36 OVER FLANGE	$5	$8	$18
930	9522	SUCTION CUP 8	$19	$40	$83
931	5002	SCAFFOLD STEP FRAME 1-5/8 5X3	$6	$11	$27
931	5004	SCAFFOLD STEP FRAME 1-5/8 5X5	$8	$14	$25
931	5028	SCAFFOLD LADDER FRAME 1-5/8 28X6	$6	$11	$28
931	5035	SCAFFOLD WALK THRU FRAME 1-5/8 5X6.5	$5	$7	$23
931	5050	SCAFFOLD CROSS BRACE W/HOLE 7X27 SPACE	$2	$5	$10
931	5054	SCAFFOLD CROSS BRACE W/HOLE 10X27 SPACE	$1	$4	$8
931	5056	SCAFFOLD CROSS BRACE W/NOTCH 10X27 SPACE	$6	$7	$11
931	5092	SCAFFOLD OUTRIGGER 30	$3	$7	$11
931	5100	SCAFFOLD BASE PLATE	$2	$5	$14
931	5103	SCAFFOLD LEVELING JACK W/O BASE PLATE	$4	$6	$12

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
931	5106	SCAFFOLD LEVELING JACK W/BASE PLATE	$7	$8	$16
931	5118	SCAFFOLD STACKING PIN W/COLLAR 9	$1	$4	$11
931	5142	SCAFFOLD END SAFETY PANEL W/TOEBOARD 5	$3	$7	$12
931	5146	SCAFFOLD SIDE SAFETY PANEL 7	$3	$7	$16
931	5148	SCAFFOLD SIDE SAFETY PANEL 10	$3	$7	$12
931	5156	SCAFFOLD SIDE TOEBOARD 7	$2	$4	$11
931	5160	SCAFFOLD SIDE TOEBOARD 10	$2	$6	$15
931	5176	SCAFFOLD CASTER 8	$6	$8	$17
931	5190	SHORING POST ADJ 6-10 FT	$19	$38	$69
931	5193	SHORING POST ADJ 7-13 FT	$20	$40	$67
931	5210	SCAFFOLD WALKBOARD 7	$6	$12	$31
931	5215	SCAFFOLD WALKBOARD 10	$11	$20	$39
931	5250	UTILITY SCAFFOLD FRAME 65X29	$10	$16	$31
931	5252	UTILITY SCAFFOLD ARM BRACE 6	$7	$12	$23
931	5254	UTILITY SCAFFOLD CASTER 5	$2	$3	$8
931	5256	UTILITY SCAFFOLD OUTRIGGER 18	$2	$6	$17
931	5258	UTILITY SCAFFOLD GUARD RAIL SET	$1	$4	$11
931	5260	UTILITY SCAFFOLD DECK WOOD 6	$7	$17	$30
931	5408	EA POLE F/ALUM PUMP JACK SYST 24	$16	$44	$114
931	5410	EA PUMP JACK F/ALUM PUMP JACK SYST	$17	$64	$161
931	5423	NEST ALUM LADDER PLANK 20X16	$21	$86	$214
931	5426	NEST ALUM LADDER PLANK 20X24	$26	$96	$233
931	5863	UTILITY SCAFFOLD UNIT 6 HIGH 6X29	$17	$48	$140
932	1010	SHORING RELEASE TOOL 48IN	$5	$11	$32
932	2045	SHORING SHEETING 4FT ALUMINUM	$2	$5	$9
932	2050	SHORING SHEETING 6FT ALUMINUM	$5	$10	$15
932	2055	SHORING SHEETING 8FT ALUMINUM	$6	$11	$19
932	4010	CYLINDER 2846	$5	$13	$37
932	4035	CYLINDER 3455	$7	$20	$56
932	4040	CYLINDER 4064	$7	$20	$56
932	4045	CYLINDER 5288	$7	$20	$56
932	4055	EXTENSION 24INALUMINUM	$5	$13	$37
932	4070	FINFORM 10FT	$11	$34	$97
932	4075	FINFORM 12FT	$14	$42	$119
932	4095	FINFORM 8FT	$10	$28	$79
932	7060	STEEL PLATE 4FTX4FTX1IN	$5	$15	$51
932	7080	STEEL PLATE 4FTX8FTX1IN	$7	$26	$98
932	7170	STEEL PLATE 5FTX8FTX1IN	$7	$27	$101
932	7180	STEEL PLATE 5FTX10FTX1IN	$10	$35	$125
932	7240	STEEL PLATE 6FTX8FTX1IN	$11	$37	$130
932	7250	STEEL PLATE 6FTX10FTX1IN	$12	$39	$135
932	7320	STEEL PLATE 8FTX10FTX1IN	$13	$42	$154

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AFFECTED REGIONS / BRANCHES

Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
932	7330	STEEL PLATE 8FTX12FTX1IN	$14	$51	$184
932	7336	STEEL PLATE 8FTX12FTX1.5IN	$23	$88	$330
932	7356	STEEL PLATE 8FTX16FTX1.5IN	$28	$106	$405
932	7370	STEEL PLATE 8FTX20FTX1IN	$20	$79	$299
932	7500	TIRE CLEANER 8X10FT SOLID RUMBLE PLATE	$20	$82	$232
940	0160	CABLE 10/4 50FT 30A	$4	$11	$32
940	0265	CABLE 8/5 50FT BARE	$11	$11	$31
940	0516	CABLE 2 50FT CAMLOCK 5 BANDED	$32	$72	$148
940	0570	FEMALE PIGTAIL 2 UNDER 10FT	$7	$20	$39
940	0571	FEMALE PIGTAIL 2 UNDER 10FT 5 BANDED	$7	$20	$39
940	0575	MALE PIGTAIL 2 UNDER 10FT	$7	$20	$39
940	0576	MALE PIGTAIL 2 UNDER 10FT 5 BANDED	$7	$20	$39
940	0715	CABLE 2/0 50FT CAMLOCK	$26	$67	$140
940	0720	CABLE 2/0 100FT CAMLOCK	$45	$104	$222
940	0770	FEMALE PIGTAIL 2/0 UNDER 10FT	$3	$7	$14
940	0775	MALE PIGTAIL 2/0 UNDER 10FT	$3	$7	$14
940	0805	CABLE 4/0 10FT CAMLOCK	$3	$7	$14
940	0810	CABLE 4/0 25FT CAMLOCK	$8	$10	$23
940	0815	CABLE 4/0 50FT CAMLOCK	$22	$63	$123
940	0820	CABLE 4/0 100FT CAMLOCK	$33	$65	$129
940	0870	FEMALE PIGTAIL 4/0 UNDER 10FT	$2	$7	$15
940	0880	MALE PIGTAIL 4/0 UNDER 10FT	$2	$7	$15
940	2120	DISTRO BOX 100A CAM SET IN/5X20A OUT	$61	$109	$251
940	2123	DISTRO BOX 100A CAM SET IN/12X20A OUT	$61	$109	$251
940	2256	DISTRO BOX 200A CAM SET IN/6X50A CS	$71	$176	$440
940	2305	DISTRO BOX 400A CAM SET IN/6X50A CS	$92	$351	$697
940	2312	DISTRO BOX 400A CAM SET IN/10X50A CS	$189	$547	$1,079
940	2514	SPIDER BOX CABLE 6/4 50FT 50A CS	$21	$60	$131
940	2516	SPIDER BOX CABLE 6/4 100FT 50A CS	$39	$116	$243
940	2520	SPIDER BOX 50A CS IN/6X20A STR/1X30A TL	$37	$102	$209
940	2610	QUAD BOX STRING 3 BOX 20A 50' W/L2120	$22	$54	$179
940	2626	QUAD BOX STRING 3 BOX 30A 50' W/L2130	$22	$54	$179
940	2640	QUAD BOX CABLE 12/5 50FT L2120	$14	$36	$89
940	2642	QUAD BOX CABLE 12/5 100FT L2120	$26	$50	$132
940	2652	QUAD BOX CABLE 10/5 50FT L2130	$14	$35	$89
940	2654	QUAD BOX CABLE 10/5 100FT L2130	$22	$53	$175
940	2714	EXTENSION CORD 12/3 50FT	$12	$21	$47
940	2716	EXTENSION CORD 12/3 100FT	$11	$24	$60
940	2724	EXTENSION CORD 10/3 50FT 15AMP NEMA 5-15	$10	$23	$61
940	2906	ADAPTER CABLE 50A M TO F RV PLUG	$3	$9	$28
940	2910	ADAPTER CABLE M STRT TO F TWIST	$2	$7	$18
940	2912	ADAPTER CABLE F STRT TO M TWIST	$2	$7	$18

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Florida

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CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
BULK & MISCELLANEOUS					
940	2914	TURNAROUND ADAPTER F CAM	$5	$14	$41
940	2916	TURNAROUND ADAPTER M CAM	$5	$14	$41
940	2922	CABLE WYE ADAPTER MFF STRT	$4	$11	$33
940	2924	CABLE WYE ADAPTER MFF TWIST	$4	$11	$33
940	2970	CABLE RAMP	$15	$28	$63
940	2971	ADA COMPLIANT CABLE RAMPS	$13	$38	$112
940	4000	SOLAR BATTERY CHARGER/MAINTAINER	$17	$50	$150
940	5000	DRONE BATTERY 1 (RR)	$45	$177	$698
940	5020	DRONE BATTERY 2 (RR)	$22	$89	$349
940	5040	DRONE BATTERY 3 (RR)	$12	$45	$172
940	5060	DRONE ACCESSORY 1 (RR)	$16	$49	$197
940	5080	DRONE ACCESSORY 2 (RR)	$11	$27	$57
950	2015	SLING 8FT 4 LEG CHAIN	$10	$30	$84
950	2017	SLING 8FT 4LEG CABLE	$10	$30	$84
CONCRETE AND MASONRY - ROTARY & HAMMER DRILLS					
100	1805	TILT DEBRIS CART 650LB TRACK GAS	$130	$460	$963
CONTRACTOR AND INDUSTRIAL - WELDERS					
550	1765	WELDER ENGINE DRIVE 300 AMPS LP	$164	$340	$733
550	1880	WELDER TOWABLE 500 - 549 AMPS DSL	$172	$321	$804
MATERIAL HANDLING - CARRY DECK CRANES					
350	2110	CRANE CARRY DECK DSL 36000LB 50FT	$949	$2,478	$6,236
350	2150	CRANE CARRY DECK DSL 50000LB 70FT	$1,214	$3,232	$8,496
MATERIAL HANDLING - WAREHOUSE FORKLIFTS					
450	2191	WAREHOUSE FORKLIFT 6000LB PNEU LP	$219	$553	$1,238
TRENCH SHORING					
310	1005	MANHOLE BOX 2FTX8FTX8FT	$23	$116	$339
310	1010	MANHOLE BOX 4FTX10FTX10FT	$56	$278	$837
310	1020	MANHOLE BOX 4FTX8FTX8FT	$47	$234	$684
310	1035	MANHOLE BOX 8FTX10FTX10FT	$131	$522	$1,548
310	1040	MANHOLE BOX 8FTX8FTX8FT	$72	$357	$1,016
310	1045	MANHOLE BOX PLYWOOD 4FTX8FTX6-8FT	$40	$199	$565
310	1055	MANHOLE BOX PLYWOOD 8FTX8FTX6-8FT	$45	$221	$628
310	1070	MANHOLE BOX 6FTX10FTX10FT	$74	$299	$847
310	1124	SHEETING GUIDE FRAME 24FT	$424	$848	$2,009
310	1150	SHEETING GUIDE FRAME ADAPTER	$154	$310	$735
310	1175	SHACKLE GROUND RELEASE 12 TON W/2 TAGLIN	$113	$226	$535
310	2000	SHIELD 4FTX10FTX4IN	$68	$272	$773

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
TRENCH SHORING					
310	2005	SHIELD 4FTX12FTX4IN	$45	$221	$628
310	2010	SHIELD 4FTX16FTX4IN	$68	$340	$967
310	2015	SHIELD 4FTX20FTX4IN	$80	$398	$1,130
310	2020	SHIELD 4FTX24FTX6IN	$105	$525	$1,495
310	2025	SHIELD 6FTX12FTX4IN	$53	$265	$753
310	2030	SHIELD 6FTX16FTX4IN	$75	$376	$1,068
310	2045	SHIELD 6FTX24FTX6IN	$115	$575	$1,725
310	2046	SHIELD 8FTX8FTX4IN	$102	$353	$1,004
310	2048	SHIELD 8FTX10FTX4IN	$102	$353	$1,004
310	2050	SHIELD 8FTX12FTX4IN	$102	$353	$1,004
310	2055	SHIELD 8FTX16FTX4IN	$107	$437	$1,243
310	2060	SHIELD 8FTX20FTX4IN	$112	$530	$1,507
310	2061	SHIELD 8FTX20FTX6IN	$286	$639	$1,609
310	2070	SHIELD 8FTX24FTX6IN	$152	$760	$2,159
310	2073	SHIELD 10FTX10FTX4IN	$112	$486	$1,381
310	2075	SHIELD 10FTX12FTX4IN	$112	$486	$1,381
310	2080	SHIELD 10FTX12FTX6IN	$112	$486	$1,381
310	2085	SHIELD 10FTX16FTX4IN	$123	$614	$1,746
310	2086	SHIELD 10FTX16FTX6IN	$140	$702	$1,997
310	2090	SHIELD 10FTX20FTX4IN	$140	$702	$1,997
310	2091	SHIELD 10FTX20FTX6IN	$172	$861	$2,325
310	2095	SHIELD 10FTX24FTX6IN	$172	$861	$2,325
310	2300	END PANEL SHIELD 6FTX8FT	$37	$150	$423
310	4010	SHIELD 8FTX10FT ALUMINUM SOLID	$185	$369	$1,050
310	4015	SHIELD 8FTX12FT ALUMINUM SOLID	$199	$398	$1,204
310	4020	SHIELD 8FTX8FT ALUMINUM SOLID	$159	$318	$904
310	4035	SHIELD 6FTX12FT ALUMINUM CORRUGATED	$151	$300	$854
310	4045	SHIELD 6FTX8FT ALUMINUM CORRUGATED	$106	$212	$603
310	4055	SHIELD 8FTX10FT ALUMINUM CORRUGATED	$168	$336	$954
310	4060	SHIELD 8FTX12FT ALUMINUM CORRUGATED	$199	$398	$1,130
310	4070	SHIELD 8FTX8FT ALUMINUM CORRUGATED	$167	$334	$1,000
310	4105	SHIELD ARCH	$53	$265	$753
310	4195	TEST PIPE PLUG 8-16IN	$33	$65	$195
310	4200	TEST PIPE PLUG 12-18IN	$37	$71	$201
310	4205	TEST PIPE PLUG 12-24IN	$53	$100	$285
310	4210	TEST PIPE PLUG 15-30IN	$75	$143	$462
310	4225	TEST PIPE PLUG 20-36IN	$102	$204	$632
310	4235	PIPE VAC TEST PLUG 24-30IN	$73	$140	$397
310	4240	TEST PIPE PLUG 24-48IN	$144	$278	$791
320	2065	STEEL PLATE 4FTX8FTX1IN	$4	$20	$78
320	2100	STEEL PLATE 6FTX10FTX1IN	$6	$26	$104
320	2155	STEEL PLATE 8FTX12FTX1IN	$8	$44	$175

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS	DESCRIPTION	DAY	WEEK	MONTH
TRENCH SHORING				
320 2185	STEEL PLATE 8FTX16FTX1.5IN	$19	$95	$379

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AFFECTED REGIONS / BRANCHES
Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH

ADDITIONAL INFORMATION / TERMS:

Mileage allowances and fees will default to the standard policy at the supplying branch.

BILLING: 30 Day

DELIVERY: $125 per hour, per truck load, each way. Tolls and permits not included.

Outside hauling and/or after hour deliveries when required and approved by renting agency to be negotiated at time of rental.

Upon customer request and approval additional fees may apply if it is necessary for Herc to ship in equipment from outside the serving market.

FUEL: Refueling service Herc branch posted charges will apply if refueling is required during or at the end of the rental

ADDITIONAL INFO: Customer to be exempt from Emissions and Environmental Surcharge.

Customer to be exempt from Vehicle Licensing Fee.

Customer to be exempt from Transportation Services Surcharge.

Training
Material Handling and Aerial Work Platforms - $150 per student.
ProControl training will be provided at no charge

Loss of Use
Loss of use will be charged when a piece of equipment is unavailable for rental due to customer damage. The charges will be the contract rental charges and the amount of time will be equal to the time between the damage occurring and the unit being available for rental to the same or different customer.

Cleaning
For appropriate and supportable cleaning charges, cleaning will be $50 per hour and parts (decals) at cost plus 20% if customer is unable to self-perform this task in the event the equipment encountered harsh environments

Set Up Fee
Equipment Set Up Fees - Solutions
Herc Personnel - Posted Shop Labor Rate
Herc Personnel Overtime - Posted Shop Labor Rate times 1.5

Damage Charges
Labor - Posted Shop Labor rate
Parts - Cost plus 20%
Outside labor and repairs - Cost plus 20% for all 3rd party charges
GPS - $40 per unit for telematics if requested by customer

Rental Protection Plan
Herc offers Rental Protection Plan services either when a customer does not possess insurance, or they want to avoid further protection against their deductible. Charges will apply unless a valid COI is on file with HERC. To avoid RPP charges Certificate of Insurance must be on file during the time of rental

Herc Personnel
Standard Hours - Posted Shop Labor Rate

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AFFECTED REGIONS / BRANCHES

Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH

Overtime Hours - Posted Shop Labor Rate times 1.5
Outside Personnel - Cost Plus 20%

Taxes--any Government mandated charges will be applied as required

Preventive Maintenance (PM)
In accordance to recommended manufacturer guidelines on select generators and pumps Herc may charge PM at an hourly rate of $1-$4 depending on the size of equipment and usage. PM charges cover the standard maintenance included in all of our equipment at no charge but also includes load banking, pressure and flow tests, trailer testing and other services to ensure these specific units continue to operate on customer sites.

Over Meter/Allotted Hours of Use

Daily Rental Standard shift = 8 hours, additional hours 1/16th of the daily rate for daily rentals
Weekly Rental Standard shift = 40 hours, additional hours 1/80th of the weekly rate for weekly rentals
Monthly RentalStandard shift = 176 hours, additional hours 1/352nd of the monthly rate for monthly rentals

Herc double shift 16 hours (double hours per day) charged at 1.5X the applicable rental rate
Herc triple shift 24 hours (triple hours per day) charged at 2X the applicable rental rate providing unlimited usage

Re-rent - Herc provides additional equipment procurement services when required by customer. Cost plus 20% for all 3rd party charges. Customer approval will be required for all re-rents that will be charged at cost plus 20%.

CUSTOMER NUMBERS

CUSTOMER NAME	CUSTOMER NUMBER
VARIOUS	VARIOUS

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AFFECTED REGIONS / BRANCHES
Florida

EFFECTIVE DATES: FROM: 04/01/2024 THROUGH: 03/31/2025 **Pricing Schedule #: 18908**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH

State of Florida (518-410-19-ACS)

Signature: _____
[Sign Name]

Name: _____
[Print Name]

Title: _____

Date: _____

Herc Rentals Inc.

Signature: _____
[Sign Name]

Name: Jason Oosterbeek
[Print Name]

Title: Vice President

Date: _____

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-259- Award Bid #UTL24-041 for "Diesel/Propane Generator and Bypass Pump Maintenance and Repair Service" to Zabatt Engine Services, Inc. The expected annual expenditure amount for Public Works Department is $30,000 and for the Utilities Department is $130,000 for a total estimated expenditure of $190,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-259.

Explanation of Request:

Bid Term: October 16, 2024 through October 15, 2026

On September 12, 2024, Procurement Services opened and tabulated four (4) bids for Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services. All bids were reviewed by the Procurement Department, the Utilities Division Directors for Field Operations, Water Quality and Treatment, and the Project Manager for Public Works, Engineering. It was determined to recommend the award to Zabatt Engine Services, Inc.

The City seeks to award to one qualified contractor to furnish, install, and provide labor and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary, and bypass pumps located throughout the City of Boynton Beach. Maintenance will be performed quarterly and annually. Repairs will be performed on an "as needed" basis.

The contract will automatically renew for up to three (3) additional one-year terms unless, at least sixty (60) days before the renewal date, either party gives the other party written notice of the intent to not renew for the additional term.

How will this affect city programs or services? The purpose of this bid is to obtain a qualified contractor to provide repairs and services to generators and bypass pumps. This will ensure that the Utilities and Facilities Departments have reliable backup power systems as mandated by State regulations for the treatment plants, wastewater lift stations, and various other City of Boynton Beach facilities.

Fiscal Impact: Budgeted. Funds are budgeted and available.

Attachments:
R24-259 Agenda_Item_2228-2023_Resolution_for_ITB_UTL24-041_Award.docx
Exhibit A to Resolution - UTL24-041 Zabatt Engine Services, Inc. - Vendor Executed Agreement.pdf
BidAnalysis Compliance UTL24-041.pdf
CostAnalysis UTL24-041.pdf
ZabattPowerSystems-UTL24-041.pdf
NixonPowerServices-UTL24-041.pdf
TampaArmatureWorks-UTL24-041.pdf
MegawattageLLC-UTL24-041.pdf
UTL24-041 Gen-Bypass Pump Maint and Repair Svs - REV 9.10.24.pdf
Addendum No. 1.pdf
Addendum No. 2.pdf
Addendum No. 3.pdf

RESOLUTION NO. R24-259

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. UTL24-041 FOR DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES TO ZABATT ENGINE SERVICES, INC., D/B/A ZABATT POWER SYSTEMS; APPROVING AN AGREEMENT WITH ZABATT ENGINE SERVICES, INC., D/B/A ZABATT POWER SYSTEMS FOR AN ANNUAL AMOUNT NOT TO EXCEED AMOUNT OF $160,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, on September 12, 2024, the Procurement Division opened and tabulated four (4) bids for Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services. All bids were reviewed by the Procurement Division, the Utilities Division Directors for Field Operations, Water Quality and Treatment, and the Project Manager for Public Works, Engineering. It was determined to recommend the award to Zabatt Engine Services, Inc., d/b/a Zabatt Power Systems.

WHEREAS, the City seeks a maximum of one qualified contractor to furnish, install, and provide labor and materials for the maintenance and repairs to its emergency diesel/propane power generators, both portable and stationary, and bypass pumps located throughout the City of Boynton Beach. Maintenance will be performed quarterly and annually, and repairs will be performed on an "as needed" basis; and

WHEREAS, the contract will automatically renew for up to three (3) additional one-year terms unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to award Invitation to Bid No. UTL24-041 for Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services to Zabatt Engine Services, Inc., d/b/a Zabatt Power Systems, and approve an Agreement with Zabatt Engine Services, Inc., d/b/a Zabatt Power Systems for an annual amount not to exceed amount of $160,000.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, hereby awards Invitation to Bid No. UTL24-041 for Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services to Zabatt Engine Services, Inc., d/b/a Zabatt Power Systems.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Zabatt Engine Services, Inc., d/b/a Zabatt Power Systems, and the City for Diesel/Propane Generator and Bypass Pump Maintenance and Repair for an annual amount not to exceed amount of $160,000 (the “Agreement”), in form and substance similar to that attached as “Exhibit A.“

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, and this Resolution, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 5. The fully executed Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreement shall be provided to Tremaine Johnson and Taralyn Pratt to forward to the Vendor.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ZABATT POWER SYSTEMS

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and Zabatt Engine Services, Inc. d/b/a Zabatt Power Systems a corporation authorized to do business in the State of Florida, with a business address of 4612 Highway Avenue, Jacksonville, FL 32254, hereinafter referred to as the "VENDOR," each a "Party" and collectively the "Parties." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the CITY to provide the services, work, and all labor, parts, and materials related as described in **Bid No. UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Service**.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the **Diesel/Propane Generator and Bypass Pump Maintenance and Repair Service** on an as-needed basis by way of individual Purchase Orders or Task Orders. If work is ordered by Task Order, the Parties shall complete a Task Order in substantially the form attached hereto as Exhibit A, which shall describe the specific scope of work, identify the location, compensation, any applicable special terms or conditions, and the project schedule and shall be signed by the CITY and VENDOR. Time shall be of the essence for each Task Order. The terms and conditions of Bid No. UTL24-041 and VENDOR's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. UTL24-041, and VENDOR's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. UTL24-041; and 3. VENDOR's bid.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed and issuance of a Task Order or Purchase Order. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM.** The initial Agreement period shall be for an initial term of **two (2) years**, commencing on October 16, 2024, and shall remain in effect through October 15, 2026, unless otherwise terminated in accordance with this Agreement ("Initial Term"). Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to **three (3) additional one-year terms** (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term".

   The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filling a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

   Any requested price increase will be subject to the City's approval at one (1) year renewals. No price changes shall be authorized during the Initial Term. Any requested price adjustment shall be fully documented and submitted to the City for consideration at least 60 calendar days prior to the respective term anniversary date. Price adjustment/increase for any one-year term will be subject to City's Commission approval. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any

approved price adjustments shall become effective on the beginning date of the approved bid extension.

5. **MAXIMUM AMOUNTS AND PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices attached to this Agreement as Exhibit B, in accordance with the following:

   5.1 Maximum Amounts. For all work performed under this Agreement, CITY will pay VENDOR a maximum amount not to exceed $160,000 per year based on the rates in VENDOR's bid. The annual not to exceed amount for each user department is set forth below. Additional departments may be added from time to time by written amendment to this Agreement.

City Department	Annual Not To Exceed Amount
Utilities Department	$ 130,000
Public Works - Facilities	$ 30,000

   5.2 Payment.

   A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee as approved by the City Commission as required.

   B. The VENDOR may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

   C. Final payment of any balance due to the VENDOR of the total contract price earned will be made promptly upon CITY's ascertainment, verification, and acceptance that the Work is completed in accordance with this Agreement.

   D. Payment as provided in this section by the CITY shall be full compensation for Work performed, including services rendered and 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 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors.

7. **COMPLIANCE WITH LAWS**. VENDOR shall, in performing the Work contemplated by this Agreement, faithfully observe and comply with all federal, State of Florida, and City of Boynton Beach ordinances and regulations that are applicable to the Work rendered under this Agreement.

8. **INDEMNIFICATION**.

   A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The

VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**.

A. During the performance of the Work under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain, for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY, depending on the type of job and exposures contemplated. Coverage must follow the Risk Management Insurance Advisory Form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

10. **INDEPENDENT CONTRACTOR**. The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The VENDOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, disability, marital status, political affiliation, pregnancy, gender identity and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials or supplies, or in the performance of any Work pursuant to this Agreement.

13. **ASSIGNMENT**. The VENDOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION**.

    A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience upon fourteen (14) business days of written notice by the CITY to the VENDOR, in which event the VENDOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the VENDOR abandons this Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

    B. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt

of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, VENDOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

C. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

D. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

E. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

16. **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 exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17**. NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN: Michael Sabatier
Address: 4612 Highway Avenue
Jacksonville, FL 32254
Phone: (904) 384-4505
Email: Michael.sabatier@zabatt.com

18. **PUBLIC RECORDS**. 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 Work;

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.

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

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

19. **UNCONTROLLABLE FORCES**.

A. Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

B. Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

i. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

ii. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. “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.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

23. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and VENDOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all

suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by VENDOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.

E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive and the CITY reserves the right to award other contracts for work falling within the scope of this Agreement. No Purchase Order(s), Task Order(s), or minimum amount of work or compensation is guaranteed under this Agreement.

24. **DEFAULT OF CONTRACT & REMEDIES**.

A. Correction of Work. If, in the judgment of CITY, Work provided by VENDOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR :

i. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

ii. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

iii. The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR 's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

iv. The assignment and/or transfer of this Agreement or execution or attachment thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

v. The making by VENDOR of any general assignment or general arrangement for the benefit of

creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR 's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of VENDOR 's assets, or for VENDOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

i. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

ii. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

iii. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

25. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

26. **TRUTH-IN-NEGOTIATION CERTIFICATE**.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

27. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to Vendor and any subcontractor having access to personal identifying information pursuant to this Agreement, Vendor and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the

requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

28. **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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Date: _____

ZABATT ENGINE SERVICES, INC.

_____
(Signature), Zabatt Engine Services, Inc.

J. MICHAEL SABATIER
Print Name of Authorized Official

PRESIDENT
Title

Date: 9/27/2024

(Corporate Seal)

Attest/Authenticated:

_____
Witness

Sandra M Sabatier
Print Name

Approved as to Form:

_____
Shawna G. Lamb,
Office of the City Attorney

_____
Maylee De Jesus, City Clerk

EXHIBIT A
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
_____ *Services Task Order*
Task Order No. _____

Contractor: _____ ("Contractor")

1. **Task/Project**. _____(*Insert title and brief description)* _____

2. **Detailed Scope of Services**.
A detailed scope of services under this Task Order, in accordance with the Agreement, is attached as **Exhibit ____.**

3. **Deliverables and Schedule**.
Contractor shall complete the services or deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

4. **Compensation**.
The total Fee to be paid to Contractor under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____.**
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the _____ Services Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____, Contract No. _____.

6. **Insurance**.
Contractor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**.

Contractor shall commence Services under this Task Order upon receipt of a fully executed Task Order and PO from the City.

CONTRACTOR:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
SCHEDULE OF PRICES

(TO BE INSERTED AFTER BID AWARD)

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$
1,000,000.00		
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM Revised 04/2021

UTL24-041 - Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services - Overview of Specifications and Schedule of Prices

* Offers from the vendors listed herein are the only offers received timely as of the Bid due date and Bid due time. All others submitted in response to this solicitation, if any are hereby rejected as late.

Bid Due Date: September 12, 2024
Bid Due Time: 2:30 P.M.

BID COMPLIANT CHECK	**Megawattage LLC** **850 SW 21 Terrace** **Fort Lauderdale, FL 33312** **Contact: David Brenner** **Contact: Dana Welch** **Email: dbrenner@megawattage.com** **Email: dana.welch@megawattage.com** **Phone: 305-632-3273** **Phone: 954-401-7942**	**Zabatt Power Systems** **4612 Highway Avenue** **Jacksonville, FL 32254** **Contact: Michael Sabatier** **Contact: Andrew Wire** **Email: michael.sabatier@zabatt.com** **Email: bids@zabatt.com** **Email: service@zabatt.com** **Phone: 904-384-4505** **Phone: 352-299-3487**	**Nixon Power Services LLC** **4475 Parkbreeze Court** **Orlando, FL 32808** **Contact: Jeffrey Durner** **Contact: David Franklin** **Email: jdurner@nixonpower.com** **Email: orlandoservice@nixonpower.com** **Phone: 386-837-4956** **Phone: 888-826-4966**	**Tampa Armature Works, dba Integrated Power Services (IPS)** **6312 78th Street** **Riverview, FL 33578** **Contact: Luis Robles** **Email: luis.robles@tawinc.com** **Email: anward.bellorinni@ips.us** **Phone: 954-263-1879** **Phone: 813-840-3500**
Schedule/Specifications				
BID PROPOSAL - Standard Labor Rate	$105.93	$130.00	$160.00	$250.00
BID PROPOSAL - Emergency Labor Rate	$158.90	$195.00	$240.00	$375.00
BID PROPOSAL - Premium Labor Rate	$158.90	$260.00	$320.00	$500.00
BID PROPOSAL - Material Pricing	20.00%	20.00%	30.00%	25.00%
BID PROPOSAL - Fixed Cost Per Generator (TASK 1 - <75 KW)	$211.86	$170.00	$250.00	$150.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 1 - 75 - 260 KW)	$211.86	$180.00	$250.00	$200.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 1 - >260 KW)	$211.86	$220.00	$250.00	$300.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 2 - <75 KW)	$1,127.67	$480.00	$1,600.00	$625.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 2 - 75 - 260 KW)	$1,603.82	$550.00	$2,100.00	$720.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 2 - >260 KW)	$5,200.70	$785.00	$4,500.00	$2,500.00
Fixed Cost Per Generator (Installation Non-Resettable Meter <75KW)	$500.00	$400.00	$2,500.00	$640.00
Fixed Cost Per Generator (Installation Non-Resettable Meter 75 - 260 KW)	$500.00	$500.00	$2,500.00	$640.00
Fixed Cost Per Generator (Installation Non-Resettable Meter >260KW)	$500.00	$600.00	$2,500.00	$640.00
Bid Form	Included	Included	Included	Included
Bid Bond 5%	Included	Included	Included	Included
Bidders Qualification Statement	Included	Included	Included	Included
Anti-Kickback Affidavit	Included	Included	Included	Included
Non-Collusion Affidavit	Included	Included - None	Included	Included
E-Verify Form Pursuant to F.S. 448.095	Included	Included	Included	Included
Certification Pursuant to F.S. 287.135	Included	Included	Included	Included
Affidavit of Compliance with Foreign Entity Laws	Included	Included	Included	Included
Affidavit of Compliance with Anti-Human Trafficking Laws	Included	Included	Included	Included
Bidder's Site Inspection Form	Included	Included	Included	Included
W-9	Included	Included	Included	Included
Certificates, Licenses, Business Permits	Divisions of Corporation Megawattage LLC - Active, Florida dbpr Certified Electrical Contractor David A. Brenner Lic# EC13012482 Exp. 08/31/26, Certificate of Training Megawattage LLC for Maintenance and Service of Multiquip DCA Generators, Certificate of Recognition Megawattage LLC -Isuzu Motors America LLC, Unfied Carrier Registration (UCR) Megawattage LLC UCR Confirmation # 000-0439-2736 Compliance Exp. 12/31/24, Broward County Local Business Tax Receipt - business tax account # 185938 Exp. 09/30/25.	Divisions of Corporations Zabatt Engine Services, Inc. - Active, Florida dbpr Certified Building Contractor Jeremy Asher Siegel Lic# CBC1257077 Exp. 08/31/26, Certified Electrical Contractor Jeremy Asher Siegel Lic# EC13013144 Exp. 08/31/26, Duval County Local Business Tax Receipt Lic# 174897 Exp. 09/30/24, LBTR Lic# 78916 Exp. 09/30/24, LBTR Lic# 304732 Exp. 09/30/24.	No Certifications/Licenses Provided Orange County Local Business Tax Receipt # 1083642 Exp. 09/30/24, Divisions of Corporations Nixon Power Services LLC - Active.	Kohler - Industrial Power Systems Service Technician I - Tyler Sanabria, Kohler - Gaseous Engine Service Technician I - David Villa, Kohler - Large Diesel Engine Service Technician III - David Villa, Kohler - Small Diesel Engine Service Technician II - David Villa, Kohler - Industrial Power Systems Service Technician I - David Villa, Kohler - Industrial Power Systems Service Technician III - Roy Arnold, Kohler - Gaseous Engine Service Technician I - Roy Arnold, Kohler - Large Diesel Engine Service Technician II - Roy Arnold, Certificate of Training - KD Series K148 Diesel Engines (KD700-KD750)- Roy Arnold, Kohler - Gaseous Engine Service Technician I - Tyler Sanabria, Kohler - Large Diesel Engine Service Technician I - Tyler Sanabria, Kohler - Small Diesel Engine Service Technician I - Tyler Sanabria, City of Pompano Beach Business Tax Receipt (TAW Power Systems) Receipt# 24-00065281 Exp. 09/30/24, Receipt# 24-00065282 Exp. 09/30/2024
Addenda Acknowledgement (1-3)	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Confirmation of Minority Owned Business	No	No	No	No
Conflict of Interest	No	No	No	No
Local Business Status Certification	No	No	No	No
Letter of Interest	Yes	Yes	Yes	Yes
References	Included	Included	Included	Included
Subcontractors	None	None	None	None
Comments:				

Electronic Opened by: Bids & Tenders on September 12, 2024
Compliance Tabulation by: Theresa Gonzalez, Sr. Buyer-Utilities on September, 18, 2024

UTL24-041 - Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services - Overview of Specifications and Schedule of Prices

Schedule/Specifications	Megawattage LLC 850 SW 21 Terrace Fort Lauderdale, FL 33312 Submission 1	Zabatt Power Systems 4612 Highway Avenue Jacksonville, FL 32254 Submission 1	Nixon Power Services LLC 4475 Parkbreeze Court Orlando, FL 32808 Submission 1	Tampa Armature Works, dba Integrated Power Services (IPS) 6312 78th Street Riverview, FL 33578 Submission 1
BID PROPOSAL - Standard Labor Rate	$105.93	$130.00	$160.00	$250.00
BID PROPOSAL - Emergency Labor Rate	$158.90	$195.00	$240.00	$375.00
BID PROPOSAL - Premium Labor Rate	$158.90	$260.00	$320.00	$500.00
BID PROPOSAL - Material Pricing	20.00%	20.00%	30.00%	25.00%
BID PROPOSAL - Fixed Cost Per Generator (TASK 1 - <75 KW)	$211.86	$170.00	$250.00	$150.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 1 - 75 - 260 KW)	$211.86	$180.00	$250.00	$200.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 1 - >260 KW)	$211.86	$220.00	$250.00	$300.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 2 - <75 KW)	$1,127.67	$480.00	$1,600.00	$625.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 2 - 75 - 260 KW)	$1,603.82	$550.00	$2,100.00	$720.00
BID PROPOSAL - Fixed Cost Per Generator (TASK 2 - >260 KW)	$5,200.70	$785.00	$4,500.00	$2,500.00
Fixed Cost Per Generator (Installation Non-Resettable Meter <75KW)	$500.00	$400.00	$2,500.00	$640.00
Fixed Cost Per Generator (Installation Non-Resettable Meter 75 - 260 KW)	$500.00	$500.00	$2,500.00	$640.00
Fixed Cost Per Generator (Installation Non-Resettable Meter >260KW)	$500.00	$600.00	$2,500.00	$640.00
Comments:				

UTL24-041 - Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services

Opening Date: August 19, 2024 8:00 AM

Closing Date: September 12, 2024 2:30 PM

Vendor Details

Company Name:	Zabatt Power Systems
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	4612 Highway ave Jacksonville, Florida 32254
Contact:	Michael Sabatier
Email:	bids@zabatt.com
Phone:	904-384-4505
Fax:	904-384-9915
HST#:	59-1889271

Submission Details

Created On:	Wednesday September 11, 2024 16:07:08
Submitted On:	Thursday September 12, 2024 12:54:00
Submitted By:	Michael Sabatier
Email:	bids@zabatt.com
Transaction #:	db7ddaad-b78c-46fb-8b5f-0a48b51e076b
Submitter's IP Address:	50.221.123.114

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY"** and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL - DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE - Labor Rate Cost

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Description	Unit	Rate *	
Standard Labor Rate: For maintenance/inspection or repairs during normal business hours of Monday through Friday between the hours of 8:00 A.M. - 5:00 P.M.	$ Dollar Per Hour	130.00	*
Emergency Labor Rate: For emergency services/repairs during non-business hours as referenced above and holidays.	$ Dollar Per Hour	195.00	*
Premium Labor Rate: For service/repairs during a declared emergency in accordance with the City's Ordinance.	$ Dollar Per Hour	260.00	*
Material Pricing: Cost Plus (wholesale cost plus percentage) for lubricants, materials, or parts used	% percentage Cost Plus	20	*

BID PROPOSAL - DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE - Fixed Cost Per Generator

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Description	Unit	< 75 KW (Less Than) *	75 - 260 KW *	> 260 KW (Greater Than) *	
Quarterly or Every 500 Hours Equipment Inspection Recordkeeping for PBC Department of Health (Reference: Task1)	Fixed Cost per Generator	$170.0000	$180.0000	$220.0000	*
Annual or Every 500/1000 Hours Equipment Inspection, Fuel and Oil Analysis and Testing Recordkeeping for PBC Department of Health (Reference: Task 2)	Fixed Cost per Generator	$480.0000	$550.0000	$785.0000	*
Installation of Non-Resettable Meter if required	Fixed Cost per Generator	$400.0000	$500.0000	$600.0000	*

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	N/A	*
Date of Issuance	Input response in comments box to the right	N/A	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Zabatt Power Systems has been proudly serving Florida since 1977. Founded by Jose Sabatier, who immigrated to Florida from Cuba, Zabatt started as an engine rebuilding shop, and expanded to power generation in the mid-1990s. Today, Zabatt has over 150 passionate individuals that services over 10,000 customer assets, throughout seven southeast states. Zabatt is a Florida corporation headquartered in Jacksonville, Florida with three additional full service facilities located in Orlando, Pembroke Pines, and Tampa. Additionally remote technicians are supported via parts depots located in Atlanta, Birmingham, Charlotte, Chattanooga, Ocala, Pensacola, Port Charlotte, Savannah, and Tallahassee. We are a licensed building, electrical and fuel piping contractor, utilizing our full time installation team for turn-key, design build and bid projects, focusing primarily on standby power applications. Zabatt has completed thousands of generator installations, and some of our biggest customers include T-Mobile, Jacksonville Fire Dept, Verizon, Publix, FDOT, FDOC, and JEA.

References

In order to be considered for this project**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Firm:	School Board of Hillsborough County	JEA (Jacksonville Electric Authority)	City of New Smyrna Beach
Scope of Work:	Generator maintenance and repairs	Generator maintenance and repairs	Generator maintenance and repairs
Project Location:	Tampa, FL	Jacksonville, FL	New Smyrna Beach, FL
Project Lead/Manager:	Mina Kaeding	William Breadon	Rachel Kampf
Cost of Service:	$63,000.00	$1,500,000.00	$15,095.00
Start Date of Service:	August 2014	August 2015	July 2017
End Date of Service:	Present	Present	Present
Contact Person:	Mina Kaeding	William Breadon	Rachel Kampf
Title:	N/A	N/A	N/A
Email:	mina.kaeding@sdhc.k12.fl.us	breawa@jea.com	N/A
Phone #:	813-272-4326	904-665-4285	386-424-3016

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required.

Owner reserves the right to reject any subcontractors who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

☑ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract

Documents

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

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

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

responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Bid Form & Bid Bond Documents - Bid Form & Bid Bond Docs.pdf - Thursday September 12, 2024 12:32:17
- Bidder's Qualification Statement - Bidders Qualification Statement.pdf - Thursday September 12, 2024 12:32:27
- Anti-Kickback Affidavit & Non-Collusion Affidavit of Proposer - Anti-Kickback Affidavit & Non-Collusion Affidavit of Propos.pdf - Thursday September 12, 2024 12:32:36
- Certification Pursuant to Florida Statute § 287.135 - Certification Pursuant to Florida Status.pdf - Thursday September 12, 2024 12:32:44
- Florida Professional License, including required licenses/certificates and business permits - Licenses.pdf - Thursday September 12, 2024 12:48:04
- E-Verify Form Under Section § 448.095 Florida Statutes - E-Verify Form.pdf - Thursday September 12, 2024 12:47:20
- Affidavit of Compliance with Foreign Entity Laws - Affidavit of Compliance with Foreign Entity Laws.pdf - Thursday September 12, 2024 12:47:30
- Affidavit of Compliance with Anti-Human Trafficking Laws - Affidavit of Compliance with Anti-Human Trafficking Laws.pdf - Thursday September 12, 2024 12:47:41
- Bidder's Site Inspection Confirmation - Bidders Site Inspections Confirmation.pdf - Thursday September 12, 2024 12:47:49
- W-9 - W9.pdf - Thursday September 12, 2024 12:48:55
- Additional Document - Bid Pricing.pdf - Thursday September 12, 2024 12:50:00

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the VENDOR if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - Signed Bid Bond.pdf - Thursday September 12, 2024 12:31:17

SPECIAL TERMS & CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Vendor to provide all labor, materials, tools, hardware, equipment, and supervision to provide maintenance and repair services for the City's Diesel / Propane Generators and Bypass Pumps for various locations within the City of Boynton Beach**.**

AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to three (3) additional one-year terms (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term".

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

EQUITABLE ADJUSTMENT: The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and Conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfies all the following criteria:

1. the volatility is due to causes wholly beyond the successful BIDDER's control;
2. the volatility affects the marketplace or industry, not just the particular successful BIDER's source of supply
3. the effect on pricing or availability of supply is substantial;
4. the volatility so affects the successful BIDDER that continued performance of the contract would result in substantial loss.

Prices quoted shall be firm for a two (2) year term period. No price increase shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Price increase will be subject to the City's approval at one (1) year renewals. Any requested price adjustment shall be written, fully documented, and submitted to the City for consideration at least 60 calendar days prior to the bid term anniversary date. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Price adjustment for any one-year term will be subject to City's Commission approval.

The City of Boynton Beach reserves the right to approve a price increase within this award. In the event, after examination the City does not wish to accept the adjusted price increase and the matter cannot be resolved to the satisfaction of the City, the contract will be considered canceled on the contract/agreement expiration date.

If, at the point of exercising a price increase, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Boynton Beach, the City reserves the right to place the Awardee in default and cancel the contract/agreement.

MATERIAL PRICING AT COST PLUS: The price of the materials sold to the City of Boynton Beach as a result of this bid award shall be based on the bidder's cost of the actual items. Contractor's proposed percentage to be added to wholesale cost of materials only. Shipping costs to be added to wholesale cost plus percentage. Copies of invoices for materials to be provided with statements issued to the City for labor and materials.

The City of Boynton Beach reserves the right, before awarding the Contract to require a bidder to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder, including past performance (experience) with the City in making the award in the best interest of the City.

The City, by written notice, may terminate in whole or in part, any Contract resulting from the invitation to bid, when such action is in the best interest of the City. If the Contract(s) are so terminated, the City shall be liable for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less

than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us ; AP@bbfl.us

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.
- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor's Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay.

Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.
c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.
d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in

the workplace no later than 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Sandra M. Sabatier, Secretary, Zabatt Engine Services, Inc.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 3 - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Tue September 10 2024 08:54 AM	☑	1
Addendum No. 2 Clarifications - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Fri September 6 2024 03:40 PM	☑	2
Addendum No. 1 - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Tue August 27 2024 02:59 PM	☑	1

BID FORM

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS for **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE** under a continuing services contract. The VENDOR shall provide labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary and bypass pumps located throughout the City of Boynton Beach.

Submitted By: Zabatt Engine Services (VENDOR) Date: 9/12/2024

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda.

      Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person	Andrew Wire
Business Address	4612 Highway Ave
City, State, Zip Code	Jacksonville FL, 32254
Business Phone Number	904-384-4505
Email Address	Service@Zabatt.com
Cell Phone Number	352-299-3487

6. Other pertinent information is as follows:

License Number (Please Attach Copy)	CBC1257077
Federal Tax ID#	59-1889271
Federal Employment ID #	59-1889271

Submitted on this 12 day of September, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of VENDOR _____

By _____

b. (If a corporation)
(Affix Seal)

Signature of VENDOR ZABATT ENGINE SVCS INC.

By _____

Attested by Secretary Sandra Sabatier

Incorporated under the laws of the State of Florida.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Zabatt Engine Services, Inc.

as Principal, and Travelers Casualty and Surety Company of America, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of 5% of bid contract Dollars ($5% of bid contract) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated September 10, 2024, for:

(DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 10th day of September, 2024, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Zabatt Engine Services, Inc.
Name of Firm

WITNESS:

Signature of Authorized Officer (affixed seal)

President
Title

4612 Highway Avenue
Business Address

Jacksonville, Florida 32254
City and State

SURETY:

Travelers Casualty and Surety Company of America
Corporate Surety

WITNESS:
Mary Schneider

Kimberly L. Bass
Attorney-in-Fact (affix seal) Kimberly L. Bass

501 Riverside Avenue, Suite 1000
Business Address

Jacksonville, Florida 32202
City and State

Gallagher
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly L Bass** of **JACKSONVILLE**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **September**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Sandra M. Sabatier, certify that I am the Secretary of the Corporation named as Principal in the within bond; that J. Michael Sabatier who signed the such Bid Bond on behalf of the Principal, was then President of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ✓ physical presence or ___online notarization Kimberly Bass to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the Surety and that they have been authorized by Travelers Causality and Surety Company of America to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

Notary Public State of Florida
Ashley Farris
My Commission
HH 271682
Exp. 6/8/2026

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-041

Vendor: _____

Name: Zabatt Engine Services, Inc.

Address: 4612 Highway Avenue

City/ State: Jacksonville, Florida ZIP: 32254

Phone: 904-421-9822

Bond Amount: 5% of bid contract

SURETY BOND COMPANY:

Name: Travelers Casualty and Surety Company of America

Address: 1 Tower Square 2MS

City/ State: Hartford, CT ZIP: 06183-0001

Phone: 800-252-4633

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

September 10, 2024
Date

Kimberly L Bass
Agent and Attorney-in-Fact
Kimberly L. Bass

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BIDDER'S QUALIFICATION STATEMENT
DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE
BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:
Name: Michael Sabatier
Address: 4612 Highway Ave
City, State, Zip: Jacksonville FL 32254
Telephone No.: 904-384-4505
Email Address.: Michael.Sabatier@Zabatt.com

Check One

Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is: Zabatt Engine Services Inc

   The address of the principal place of business is:

   4612 Highway Ave, Jacksonville FL 32254

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: 5/1/1979
   b. State of Incorporation: Florida
   c. President's name: Joseph Michael Sabatier
   d. Vice President's name: Xiomara Rodriguez
   e. Secretary's name: Sandra Sabatier
   f. Treasurer's name: Xiomara Sabatier
   g. Name and address of Resident Agent: _____

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: _____

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b. Name, address, and ownership units of all partners:

c. State whether general or limited partnership: _____

4. What is the last project of this nature that you have completed?
City of New Smyrna Beach

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:
N/A

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

7. How many years has your organization been in business under its present business name?
44 Years

Under what other former names has your organization operated?
Zabatt Engine Services Inc
Zabatt Power Systems

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?
No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
Andrew Wire - Service Manager
Brian Stallard - Regional Service Manager
Juan Hernandez - Master Service Technician

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.
Construction Licence -CBC1257077 / Electrical Licence -EC13013144

11. Will you sublet any part of this WORK? If so, give details.
No

12. State the name and address of the Attorney, if any, for the business.
Michelle Barnett - 1500 Riverside Ave, Jacksonville FL 32204

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

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Jose Sabatier - 100% - 5289 Hidden Hollow Ct. Jacksonville FL 32224

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:
N/A

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:
No

16. What will be your turnaround time for written responses to the City's inquires?
1 Business day

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES x NO

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.
No

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.
No

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.
No

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1
Gardner Denver, Inc - PO BOX 956236 St Louis MO 63195-6236 Tel: 217-222-5400 Acc# 1083371
Universal Fuel - 6218 E 14th Ave, Tampa FL 33619 Tel: 877-558-9287

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	40
b.	Non-Governmental Related Work	60
	Total Work (a +b):	100

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Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.
maintenance and service work is automatically opened and scheduled to optimize dispatching so that the nearest appropriate technicians with the appropriate inventory and tooling is sent.

25. Provide a description of quality assurance/quality control management methods.
Our proprietary software today enables us to track thousands of customer assets, including their full service history, equipment data, contract information, location, special instructions, and more

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) _____

(Title) President

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024 by Michael Sabatier, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 12 day of September, 2024.

TIFFANY FOX
Notary Public - State of Florida
Commission # HH 357376
My Comm. Expires Feb 6, 2027
Bonded through National Notary Assn.

Tiffany Fox
Notary Public (Signature)

My Commission Expires: 2/6/27

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ANTI-KICKBACK AFFIDAVIT

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024, by Michael Sabatier, who is ~~personally known~~ to me or who has produced _____ as identification.

Sworn and subscribed before me
this 12 day of September, 2024

Printed Information:

Michael Sabatier
NAME

President
TITLE

Zabatt Engine Services Inc
COMPANY

_____
NOTARY PUBLIC, State of Florida
at Large

Notary Public State of Florida
Ashley Farris
My Commission
HH 271682
Exp. 6/8/2026

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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NON-COLLUSION AFFIDAVIT OF PROPOSER

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Duval)

Michael Sabatier, being first duly sworn, deposes and says that:

1) He is President (Title) of Zabatt Engine Services, Inc (Name of Corporation or Integrator) the Vendor that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Vendor, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not

eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Andrew Wire
Typed name:

Jennifer Moser
Typed name:

VENDOR:

Signed: _____

Name: Michael Sabatier

Title: President

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024, by Michael Sabatier, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 12 day of September, 20 24

Tiffany Fox
Notary Public (Signature)

TIFFANY FOX
Notary Public - State of Florida
Commission # HH 357376
My Comm. Expires Feb 6, 2027
Bonded through National Notary Assn.

My Commission Expires: 2/6/27

(Signed) Tiffany Fox

(Title) Accounting manager

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

I, Michael Sabatier, on behalf of Zabatt certify

Print Name and Title — Company Name

that Zabatt does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I

understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Zabatt Engine Services, Inc
COMPANY NAME

SIGNATURE

Michael Sabatier
PRINT NAME

President
TITLE

9/12/2024
DATE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024, by Michael Sabatier, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 12 day of September, 2024

Notary Public (Signature)

TIFFANY FOX
Notary Public - State of Florida
Commission # HH 357376
My Comm. Expires Feb 6, 2027
Bonded through National Notary Assn.

2/6/2027
My Commission Expires:

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIEGEL, JEREMY ASHER

ZABATT INC
85020 SAGAPONACK DRIVE
FERNANDINA BEACH FL 32034

LICENSE NUMBER: CBC1257077

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIEGEL, JEREMY ASHER

ZABATT POWER SYSTEMS INC.
4612 HIGHWAY AVENUE
JACKSONVILLE FL 32254

LICENSE NUMBER: EC13013144

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/30/2024

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CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

Solicitation No.: **UTL24-041**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

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c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Zabatt Engine Services, Inc
Authorized Signature:	
Print Name:	Michael Sabatier
Title	President
Date:	9/12/2024
Phone:	904-384-4505

STATE OF Florida)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024, by Michael Sabatier on behalf of Zabatt Engine Services Inc. He/she is personally known to me or has produced _____ as identification.

Tiffany Fox
NOTARY PUBLIC

TIFFANY FOX
Notary Public - State of Florida
Commission # HH 357376
My Comm. Expires Feb 6, 2027
Bonded through National Notary Assn.

Tiffany Fox
(Name of Notary Typed, Printed or Stamped)

Accounting manager
Title or Rank

_____
Serial number, if any

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: September 12, 2024

Entity: Zabatt Engine Services, Inc

Signed: _____

Name: Michael Sabatier

Title: President

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024, by Michael Sabatier, as President for Zabatt Engine Services, Inc, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Tiffany Fox

Print Name: Tiffany Fox

State of Florida at Large (Seal)

TIFFANY FOX
Notary Public - State of Florida
Commission # HH 357376
My Comm. Expires Feb 6, 2027
Bonded through National Notary Assn.

My commission expires: 2/6/27

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: September 12, 2024

Signed: _____

Entity: Zabatt Engine Services, Inc

Name: Michael Sabatier

Title: President

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024, by Michael Sabatier, as President for Zabatt Engine Services, Inc, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Tiffany Fox

State of Florida at Large (Seal)

TIFFANY FOX
Notary Public - State of Florida
Commission # HH 357376
My Comm. Expires Feb 6, 2027
Bonded through National Notary Assn.

My commission expires: 2/6/2027

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BIDDER'S SITE INSPECTION CONFIRMATION
TO BE COMPLETED AND UPLOADED ONLINE

Check One:

☐ NON-MANDATORY ☒ **MANDATORY**

BID TITLE: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

BID NO.: **UTL24-041**

Brian Stallard - Regional Service Manager as an authorized representative of:
(Name and Title of Representative)

Zabatt Engine Services INC (hereinafter called the Vendor) located at (Name of Company)

4612 Highway Ave, Jacksonville Fl 32254 and that said
Company Address

Vendor has visited the site of the work and has carefully examined the scope of work as applicable for said project and checked them in detail before submitting his bid or proposal.

8/28/2024
DATE OF INSPECTION

COMPANY REPRESENTATIVE SIGNATURE

Regional Service Manager
TITLE

OWNER'S REPRESENTATIVE (City) 8/28/24 **DATE**

8/28/24

SIGNATURES FOR MANDATORY SITE INSPECTION

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

TO BE ENTERED INTO BIDDING SITE ONLINE

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Standard Labor Rate For maintenance/inspection or repairs during normal business hours of Monday through Friday between the hours of 8:00 A.M. – 5:00 P.M.	$ 130.00 per hour
Emergency Labor Rate For emergency service/repairs during non-business hours as referenced above and holidays.	$ 195.00 per hour
Premium Labor Rate For service/repairs during a declared emergency in accordance with the City's Ordinance.	$ 260.00 per hour
Material Pricing Cost Plus (wholesale cost plus percentage) for lubricants, materials, or parts used.	20 % Cost Plus

	FIXED COST PER GENERATOR		
	<75 KW (Less Than)	**75 - 260 KW**	**>260 KW (Greater Than)**
Quarterly or Every 500 Hours Equipment Inspection Recordkeeping for PBC Department of Health (**Reference: Task 1**)	$ 170.00	$ 180.00	$ 220.00
Annual or Every 500/1000 Hours Equipment Inspection, Fuel and Oil Analysis and Testing Recordkeeping for PBC Department of Health (**Reference: Task 2**)	$ 480.00	$ 550.00	$ 785.00
Installation of Non-Resettable Meter if required	$ 400.00	$ 500.00	$ 600.00

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Zabatt Engine Services, Inc.

2 Business name/disregarded entity name, if different from above.

dba / Zabatt, Inc. and dba / Zabatt Power Systems, Inc.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

4612 Highway Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Jacksonville, FL 32254

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	8	8	9	2	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 4/10/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

UTL24-041 - Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services

Opening Date: August 19, 2024 8:00 AM

Closing Date: September 12, 2024 2:30 PM

Vendor Details

Company Name:	Nixon Power Services LLC
Does your company conduct business under any other name? If yes, please state:	Nixon Power
Address:	4475 Parkbreeze Court ORLANDO, FL 32808-1043
Contact:	Jeffrey Durner
Email:	jdurner@nixonpower.com
Phone:	386-837-4956
Fax:	386-837-4956
HST#:	42-1608629

Submission Details

Created On:	Thursday September 12, 2024 10:44:14
Submitted On:	Thursday September 12, 2024 14:01:57
Submitted By:	Jeffrey Durner
Email:	jdurner@nixonpower.com
Transaction #:	cf47b295-abf6-4d9c-82c4-07dab07ceac1
Submitter's IP Address:	107.115.112.58

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL - DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE - Labor Rate Cost

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Description	Unit	Rate *	
Standard Labor Rate: For maintenance/inspection or repairs during normal business hours of Monday through Friday between the hours of 8:00 A.M. - 5:00 P.M.	$ Dollar Per Hour	160.00	*
Emergency Labor Rate: For emergency services/repairs during non-business hours as referenced above and holidays.	$ Dollar Per Hour	240.00	*
Premium Labor Rate: For service/repairs during a declared emergency in accordance with the City's Ordinance.	$ Dollar Per Hour	320.00	*
Material Pricing: Cost Plus (wholesale cost plus percentage) for lubricants, materials, or parts used	% percentage Cost Plus	30	*

BID PROPOSAL - DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE - Fixed Cost Per Generator

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Description	Unit	< 75 KW (Less Than) *	75 - 260 KW *	> 260 KW (Greater Than) *	
Quarterly or Every 500 Hours Equipment Inspection Recordkeeping for PBC Department of Health (Reference: Task1)	Fixed Cost per Generator	$250.0000	$250.0000	$250.0000	*
Annual or Every 500/1000 Hours Equipment Inspection, Fuel and Oil Analysis and Testing Recordkeeping for PBC Department of Health (Reference: Task 2)	Fixed Cost per Generator	$1,600.0000	$2,100.0000	$4,500.0000	*
Installation of Non-Resettable Meter if required	Fixed Cost per Generator	$2,500.0000	$2,500.0000	$2,500.0000	*

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	n/a	*
Date of Issuance	Input response in comments box to the right	na	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.	I, David Franklin, Service Sales Representative for Nixon Power Services, LLC shall use this letter to show interest in the Bid proposal UTL24-041 for the City of Boynton Beach. Nixon Power Services has been in business since 1914 and has been 100% committed to the power industry since 1990. We currently sell new Kohler equipment and perform service work in 14 states in the southeast. We are the world's largest Kohler Generator Distributor and currently employ over 300 people. We operate a service center in Florida with remote techs that cover the state.

References

In order to be considered for this project**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Firm:	Disney Parks	Seminole Tribe of Florida	City of Asheville, NC
Scope of Work:	Generator Maintenance	Generator Maintenance	Generator Maintenance
Project Location:	Orlando	Statewide in Florida	Asheville, NC
Project Lead/Manager:	Jeff Durner	Jeff Durner	David Franklin
Cost of Service:	n/a	n/a	n/a
Start Date of Service:	Current	Current	Current
End Date of Service:	Current	Current	Current
Contact Person:	Anthony Rios	Rico Alvarado	Tim Proffitt
Title:	n/a	n/a	n/a
Email:	Anthony.p.rios@disney.com	ricoalvarado@semitribe.com	Tproffitt@ashevillenc.gov
Phone #:	407-242-6544	863-233-5209	828-552-9374

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required.

Owner reserves the right to reject any subcontractors who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

☑ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract

Documents

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

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

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

responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Bid Form & Bid Bond Documents - BB Bid Bond.pdf - Thursday September 12, 2024 13:45:14
- Bidder's Qualification Statement - Bidders Qualification statement BB.pdf - Thursday September 12, 2024 12:44:21
- Anti-Kickback Affidavit & Non-Collusion Affidavit of Proposer - Anti Kick Back Affadavit BB.pdf - Thursday September 12, 2024 12:45:41
- Certification Pursuant to Florida Statute § 287.135 - 287.153 BB.pdf - Thursday September 12, 2024 12:47:42
- Florida Professional License, including required licenses/certificates and business permits - Orange CO FL 2023 License.pdf - Thursday September 12, 2024 12:48:03
- E-Verify Form Under Section § 448.095 Florida Statutes - everify bb.pdf - Thursday September 12, 2024 12:49:55
- Affidavit of Compliance with Foreign Entity Laws - FEL.pdf - Thursday September 12, 2024 12:51:24
- Affidavit of Compliance with Anti-Human Trafficking Laws - HTL BB.pdf - Thursday September 12, 2024 12:52:25
- Bidder's Site Inspection Confirmation - Mandatory Site Visit BB.pdf - Thursday September 12, 2024 12:54:05
- W-9 - 2024 Edition of W-9.pdf - Thursday September 12, 2024 12:54:22
- Additional Document - Bid Clause v1.pdf - Thursday September 12, 2024 13:58:55

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the VENDOR if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - BB Bid Bond.pdf - Thursday September 12, 2024 13:45:45

SPECIAL TERMS & CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Vendor to provide all labor, materials, tools, hardware, equipment, and supervision to provide maintenance and repair services for the City's Diesel / Propane Generators and Bypass Pumps for various locations within the City of Boynton Beach**.**

AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to three (3) additional one-year terms (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term".

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

EQUITABLE ADJUSTMENT: The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and Conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfies all the following criteria:

1. the volatility is due to causes wholly beyond the successful BIDDER's control;
2. the volatility affects the marketplace or industry, not just the particular successful BIDER's source of supply
3. the effect on pricing or availability of supply is substantial;
4. the volatility so affects the successful BIDDER that continued performance of the contract would result in substantial loss.

Prices quoted shall be firm for a two (2) year term period. No price increase shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Price increase will be subject to the City's approval at one (1) year renewals. Any requested price adjustment shall be written, fully documented, and submitted to the City for consideration at least 60 calendar days prior to the bid term anniversary date. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Price adjustment for any one-year term will be subject to City's Commission approval.

The City of Boynton Beach reserves the right to approve a price increase within this award. In the event, after examination the City does not wish to accept the adjusted price increase and the matter cannot be resolved to the satisfaction of the City, the contract will be considered canceled on the contract/agreement expiration date.

If, at the point of exercising a price increase, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Boynton Beach, the City reserves the right to place the Awardee in default and cancel the contract/agreement.

MATERIAL PRICING AT COST PLUS: The price of the materials sold to the City of Boynton Beach as a result of this bid award shall be based on the bidder's cost of the actual items. Contractor's proposed percentage to be added to wholesale cost of materials only. Shipping costs to be added to wholesale cost plus percentage. Copies of invoices for materials to be provided with statements issued to the City for labor and materials.

The City of Boynton Beach reserves the right, before awarding the Contract to require a bidder to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder, including past performance (experience) with the City in making the award in the best interest of the City.

The City, by written notice, may terminate in whole or in part, any Contract resulting from the invitation to bid, when such action is in the best interest of the City. If the Contract(s) are so terminated, the City shall be liable for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less

than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us ; AP@bbfl.us

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.
- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor's Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay.

Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.
c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.
d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in

the workplace no later than 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - David Franklin, Outside Service Sales Representative , Nixon Power Services, LLC

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 3 - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Tue September 10 2024 08:54 AM	☑	1
Addendum No. 2 Clarifications - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Fri September 6 2024 03:40 PM	☑	2
Addendum No. 1 - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Tue August 27 2024 02:59 PM	☑	1

BID FORM

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS for **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE** under a continuing services contract. The VENDOR shall provide labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary and bypass pumps located throughout the City of Boynton Beach.

Submitted By: Nixon Power Services, LLC (VENDOR) Date: 09/11/2024

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda.

      Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person	David Franklin
Business Address	4475 Parkbreeze Court
City, State, Zip Code	Orlando, FL 32808
Business Phone Number	888-826-4966
Email Address	dfranklin@nixonpower.com
Cell Phone Number	601-910-9335

6. Other pertinent information is as follows:

License Number (Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # 42-1608629

Submitted on this 11 day of September, 20 24.

a. (If an individual, partnership, or non-incorporated organization)

Signature of VENDOR David Franklin

By David Franklin Outside Service Sales

b. (If a corporation)
(Affix Seal)

Signature of VENDOR _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Nixon Power Services, LLC

as Principal, and Hartford Fire Insurance Company, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Five Percent of Amount Bid Dollars ($ 5% of Bid) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated September 12, 20 24, for:

(DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 12th day of September, 2024, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Nixon Power Services, LLC
Name of Firm

WITNESS:

Mary Murphy

Kayla Carr

Signature of Authorized Officer (affixed seal)

Justin Slaughter, Managing Member
Title

4575 Parkbreeze Court
Business Address

Orlando, FL 32808
City and State

SURETY:

Hartford Fire Insurance Company
Corporate Surety

WITNESS:

Michele Zugates

Attorney-in-Fact (affix seal) Windy D Lovelady

2501 Blue Ridge Road, Suite 250
Business Address

Raleigh, NC 27607
City and State

James A. Scott & Son, Inc. (Scott Insurance)
Name of Local Insurance Agency (Non-Resident Agency)

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Conrad Johnson, CFO, certify that I am the ~~Secretary~~ of the Corporation named as Principal in the within bond; that Justin Slaughter who signed the such Bid Bond on behalf of the Principal, was then Managing Member of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

~~Secretary~~ CFO, Conrad Johnson ~~(corporate seal)~~

STATE OF NORTH CAROLINA
~~STATE OF FLORIDA~~)
COUNTY OF WAKE
~~COUNTY OF PALM BEACH~~)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of X physical presence or ___online notarization Windy D Lovelady to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the Hartford Fire Insurance Company and that they have been authorized by Hartford Fire Insurance Company to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

CODY MCCLUSKEY NOTARY PUBLIC WAKE COUNTY, NC

September 12, 2024

Cody McCluskey
Notary Public
Notary Expiration: March 22, 2027

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CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-041

Vendor: Nixon Power Services, LLC

Name: Justin Slaughter

Address: 4575 Parkbreeze Court

City/ State: Orlando, FL ZIP: 32808

Phone: 888-826-4966

Bond Amount: Five Percent of Bid Amount

SURETY BOND COMPANY:

Name: Hartford Fire Insurance Company

Address: One Hartford Plaza

City/ State: Hartford, CT ZIP: 06155-0001

Phone: 860-547-5000

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

September 12, 2024
Date

Agent and Attorney-in-Fact
Windy D Lovelady

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POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 14-730214 (MC), 14-730836, 14-731912**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Stacey W. Hall, James Jackson Roberts, III of Richmond VA; Clayton T Bruin of Charlotte NC; Robert M Coon of Greensboro NC; Windy D Lovelady, Brooke Gagne of Raleigh NC; Bethany Murphy, Theresa Simmons Stump, Traci J DeGroat of Roanoke VA; Beverly Jones, III, Suzanne Helena Young, Elba Irene McCullough of Franklin TN; Stephen B. Dolin, Joanna M. Carson, Melissa V. Carver,Madeleine Skorcz Ferguson, Brittany B Irby, Cody James McCluskey, Steven Dana Scobey, Benjamin Kenneth Taylor, Alainey Nanette Drane, of Lynchburg VA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as defineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 12, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

BIDDER'S QUALIFICATION STATEMENT

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name: David Franklin/ Nixon Power Services, LLC

Address: 4475 Parkbreeze Court

City, State, Zip: Orlando, FL 32808

Telephone No.: 888-826-4966

Email Address.: orlandoservice@nixonpower.com

Check One	
Corporation	
Partnership	x
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is:
   Nixon Power Services, LLC

   The address of the principal place of business is:
   155 Franklin Road. Suite 255 Brentwood, TN 37027

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: _____

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b. Name, address, and ownership units of all partners:

Ron Stanley 155 Franklin Rd. Suite 255 Brentwood, TN 37027

c. State whether general or limited partnership: LLC

4. What is the last project of this nature that you have completed?
Multiple, but we are currently servicing Seminole Tribe of Florida as well as the Walt Disney Company

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

7. How many years has your organization been in business under its present business name?
10+

Under what other former names has your organization operated?
Genieva

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?
No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
Jeff Durner: Service Manager for the Florida Market
Others Available upon request

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

11. Will you sublet any part of this WORK? If so, give details.
No

12. State the name and address of the Attorney, if any, for the business.

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:
No

16. What will be your turnaround time for written responses to the City's inquires?
5 Business Days

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES ☐ NO ☐

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.
N/A

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.
N/A

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.
N/A

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1
Renee Haselden Pinnacle Financial Partners 615-744-2946 renee.haselden@pnfp.com

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	$25,000,000

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.
Service Manager and Service Coordinator work closely with Gen techs to confirm the job is running on time and on budget.

25. Provide a description of quality assurance/quality control management methods.
All jobs are audited to confirm what was completed matches what was described on the work order.

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) _____

(Title) Outside Service Sales Representative

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2024, by David Franchin, who is personally known to me or who has produced NC Driver's License as identification.

Subscribed and sworn to before me
This 11th day of September, 2024.

Wesley Tinsley II
Notary Public
Iredell County, North Carolina
My Commission Expires 11/21/2026

_____
Notary Public (Signature)

My Commission Expires: 11/21/2026

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2023 **EXPIRES 9/30/2024** 3100-1083642

3100 PROJECT MANAGEMENT $30.00 3 EMPLOYEES

TOTAL TAX	$30.00
PREVIOUSLY PAID	$30.00
TOTAL DUE	$0.00

BOWMAN ROGER

NIXON POWER SERVICES
155 FRANKLIN RD STE 255
ATTN ACCTS PAYABLE
BRENTWOOD TN 37027

2296 COMMUNITY DR
L - LAKE BUENA VISTA, 32830

PAID: $30.00 0098-01106712 7/12/2023

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2023 **EXPIRES 9/30/2024** 3100-1083642

3100 PROJECT MANAGEMENT $30.00 3 EMPLOYEES

TOTAL TAX	$30.00
PREVIOUSLY PAID	$30.00
TOTAL DUE	$0.00

BOWMAN ROGER

NIXON POWER SERVICES
155 FRANKLIN RD STE 255
ATTN ACCTS PAYABLE
BRENTWOOD TN 37027

2296 COMMUNITY DR
L - LAKE BUENA VISTA, 32830

PAID: $30.00 0098-01106712 7/12/2023

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

ANTI-KICKBACK AFFIDAVIT

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF ~~FLORIDA~~ NC)
: SS
COUNTY OF ~~PALM BEACH~~ Iredell)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 11th day of September, 2024, by David Franklin, who is personally known to me or who has produced NC Drivers License as identification.

Sworn and subscribed before me
this 11th day of September, 2024

Printed Information:

David Franklin
NAME

Outside Service Sales Representative
TITLE

Nixon Power Services, LLc
COMPANY

_____ II Wesley Tinsley II
NOTARY PUBLIC, State of ~~Florida~~ North Carolina
at Large

Wesley Tinsley II
Notary Public
Iredell County, North Carolina
My Commission Expires 11/21/2026

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

State of NC)

County of Iredell)

David Franklin, being first duly sworn, deposes and says that:

1) He is Outside Service Sales (Title) of Nixon Power Services (Name of Corporation or Integrator), the Vendor that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Vendor, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not

eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Typed name:

Typed name:

VENDOR:

Signed: David Franklin

Name: David Franklin

Title: Outside Service Sales Rep

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 11th day of September, 2024, by David Franklin, who is personally known to me or who has produced NC Driver's License as identification.

Subscribed and sworn to before me

This 11th day of September, 20 24

Wesley Tinsley II
Notary Public
Iredell County, North Carolina
My Commission Expires 11/21/2026

Notary Public (Signature)

My Commission Expires: 11/21/2026

(Signed) Wesley Tinsley II

(Title) Financial Specialist

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

I, David Franklin Outside Service Sales, on behalf of Nixon Power Services, LLC certify

Print Name and Title — Company Name

that Nixon Power Services, LLC does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I

understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Nixon Power Services

COMPANY NAME

SIGNATURE

David Franklin

PRINT NAME

Outside Service Sales

TITLE

09/11/2024

DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2024, by David Franklin, who is personally known to me or who has produced NC Drivers License as identification.

Subscribed and sworn to before me
This 11th day of September, 2024

Wesley Tinsley II
Notary Public
Iredell County, North Carolina
My Commission Expires 11/21/2026

Wesley Tinsley III
Notary Public (Signature)

11/21/26
My Commission Expires:

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

Solicitation No.: **UTL24-041**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

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c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Nixon Power Services, LLC
Authorized Signature:	David
Print Name:	David Franklin
Title	Outside Service Sales
Date:	09/11/2024
Phone:	888-826-4966

STATE OF NC)
COUNTY OF Iredell)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 11th day of September, 2024, by David Franklin on behalf of Nixon Power Services, LLC He/she is personally known to me or has produced NC Driver License as identification.

Wesley Tinsley II
Notary Public
Iredell County, North Carolina
My Commission Expires 11/21/2026

II
NOTARY PUBLIC

Wesley Tinsley II
(Name of Notary Typed, Printed or Stamped)

Financial Specialist
Title or Rank

Serial number, if any

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 09-11, 2024

Signed: David

Entity: Nixon Power Services, LLC

Name: David Franklin

Title: Outside Service Sales

STATE OF NC
COUNTY OF Iredell

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 11th day of September, 2024, by David Franklin, as Outside Service Sales for Nixon Power Service, LLC, who is personally known to me or who has produced NC Driver Licens as identification.

Notary Public Signature: _____

Print Name: Wesley Tinsley II

State of ~~Florida~~ at Large (Seal)
North Carolina

Wesley Tinsley II
Notary Public
Iredell County, North Carolina
My Commission Expires 11/21/2026

My commission expires: 11/21/2026

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: 09-11, 20 24

Signed: David Franklin

Entity: Nixon Power Services

Name: David Franklin

Title: Outside Service Sales Representative

STATE OF NC
COUNTY OF Iredell

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 20 24, by David Franklin, as Outside Service Sales Rep for Nixon Power Services, LLC, who is personally known to me or who has produced NC Drivers License as identification.

Notary Public Signature: Wesley Tinsley II

Print Name: Wesley Tinsley II

State of ~~Florida~~ North Carolina at Large (Seal)

Wesley Tinsley II
Notary Public
Iredell County, North Carolina
My Commission Expires 11/21/2026

My commission expires: 11/21/2026

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BIDDER'S SITE INSPECTION CONFIRMATION
TO BE COMPLETED AND UPLOADED ONLINE

Check One:

☐ NON-MANDATORY ☒ **MANDATORY**

BID TITLE: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

BID NO.: **UTL24-041**

David Franklin - Service Sales Rep. as an authorized representative of:
(Name and Title of Representative)

Nixon Power Services (hereinafter called the Vendor) located
at (Name of Company)

4475 Parkbreeze Court Orlando, FL 32808 and that said
Company Address

Vendor has visited the site of the work and has carefully examined the scope of work as applicable for said project and checked them in detail before submitting his bid or proposal.

8-28-24
DATE OF INSPECTION

COMPANY REPRESENTATIVE SIGNATURE

Service Sales Rep.
TITLE

OWNER'S REPRESENTATIVE (City) **DATE** 8/28/24

SIGNATURES FOR MANDATORY SITE INSPECTION 8/28/24

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Nixon Power Services, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

155 Franklin Rd, Ste 255

6 City, state, and ZIP code

Brentwood, TN 37027

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	2	–	1	6	0	8	6	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 4/22/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Boynton Beach

David Franklin

09/12/2024

Bid Bond Request

Nixon Power Requests that a clause be added into our bid. If a Performance and Payment Bond is required for the contract that it be issued on a mutually acceptable annual bond form.

David Franklin

Outside Service Sales

dfranklin@nixonpower.com

601-910-9335

NIXON POWER SERVICES

UTL24-041 - Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services

Opening Date: August 19, 2024 8:00 AM

Closing Date: September 12, 2024 2:30 PM

Vendor Details

Company Name:	Tampa Armature Works
Address:	6312 78th Street Riverview, FL 33578
Contact:	Luis Robles
Email:	luis.robles@tawinc.com
Phone:	954-263-1879
Fax:	954-263-1879
HST#:	45-4241826

Submission Details

Created On:	Tuesday September 10, 2024 08:26:48
Submitted On:	Thursday September 12, 2024 12:04:11
Submitted By:	Luis Robles
Email:	luis.robles@tawinc.com
Transaction #:	d51212ec-989c-463c-940a-a58f57cf7dd5
Submitter's IP Address:	72.187.251.165

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY"** and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL - DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE - Labor Rate Cost

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Description	Unit	Rate *	
Standard Labor Rate: For maintenance/inspection or repairs during normal business hours of Monday through Friday between the hours of 8:00 A.M. - 5:00 P.M.	$ Dollar Per Hour	250.00	*
Emergency Labor Rate: For emergency services/repairs during non-business hours as referenced above and holidays.	$ Dollar Per Hour	375.00	*
Premium Labor Rate: For service/repairs during a declared emergency in accordance with the City's Ordinance.	$ Dollar Per Hour	500.00	*
Material Pricing: Cost Plus (wholesale cost plus percentage) for lubricants, materials, or parts used	% percentage Cost Plus	25	*

BID PROPOSAL - DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE - Fixed Cost Per Generator

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Description	Unit	< 75 KW (Less Than) *	75 - 260 KW *	> 260 KW (Greater Than) *	
Quarterly or Every 500 Hours Equipment Inspection Recordkeeping for PBC Department of Health (Reference: Task1)	Fixed Cost per Generator	$150.0000	$200.0000	$300.0000	*
Annual or Every 500/1000 Hours Equipment Inspection, Fuel and Oil Analysis and Testing Recordkeeping for PBC Department of Health (Reference: Task 2)	Fixed Cost per Generator	$625.0000	$720.0000	$2,500.0000	*
Installation of Non-Resettable Meter if required	Fixed Cost per Generator	$640.0000	$640.0000	$640.0000	*

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	Not applicable	*
Date of Issuance	Input response in comments box to the right	Not applicable	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No	13 years	24-00065281

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.	TAW Power Systems, Inc. dba, Integrated Power Services, (IPS) is pleased to have the opportunity to respond to the City of Boynton Beach for Generator Maintenance and Repair for backup generators. In our response to Bid No. UTL24-041. TAW Power Systems, Inc. dba, Integrated Power Services, (IPS) employs over seventy (70) field service generator technicians, many with Kohler, EGSA and other manufacturer certifications, based out of seven (7) Service Centers throughout Florida and Alabama. TAW Power Systems, Inc. is the service provider for several large accounts including network stations, government entities, hospitals, communication sites, and other crucial locations. Our service department staff works around the clock to provide any emergency service required at any time of the day.TAW Power Systems, Inc. dba Integrated Power Services, (IPS) offers 24x7, 365 day a year contact and support utilizing personnel at our facilities, not an answering service. Each evening, telephone lines are forwarded and manned by either the Branch Service Managers or Service Coordinators. They then have the ability to assess the situation, send out the appropriate technician to provide a response time in order to restore service as quickly and as practical as possible. A substantial inventory of the most commonly replaced parts at each of the branches also assists in reducing any downtime.

References

In order to be considered for this project**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Firm:	City of Port St Lucie	Univision	St. Lucie County
Scope of Work:	We perform "Maintenance and Load bank test" on all the city owned generators for their facilities. We handle their rentals, fuel polishing, swap-outs, repairs and on-site trouble shooting for their facilities. We have been handling this contract for over 6 years,	We perform "Maintenance and Load bank test" on all the facility generators. We handle troubleshooting, diagnostics, fuel polishing, swap-outs, repairs and on-site trouble shooting for their facility.	We perform "Maintenance and Load bank test" on all the city owned generators for their facilities. We handle their rentals, fuel polishing, swap-outs, repairs and on-site trouble shooting for their facilities. We have been handling this contract for over 10 years,
Project Location:	City wide facilities	All facility locations in South Florida	County Wide, all county generators
Project Lead/Manager:	Stephen Mulholland	Stephen Mulholland	Stephen Mulholland
Cost of Service:	$37,710.00 Annually	$60,000.00 Annually	$30,000.00 Annually
Start Date of Service:	January 2018	January 2016	December 2014
End Date of Service:	Current, On-going	Current, On-going	December 2023
Contact Person:	Roger Jacob	William Carrol	John Hall
Title:	Facilities Manager	Facilities Manager	Facilities Manager
Email:	roger.jacob@cityofpsl.com	wcarroll@televisaunivision.com	hallj@stlucieco.org
Phone #:	772-281-9252	305-582-0739	772-999-1658

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required.

Owner reserves the right to reject any subcontractors who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

☑ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract

Documents

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

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to

ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

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

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Bid Form & Bid Bond Documents - Bid Bond - Complete.pdf - Thursday September 12, 2024 11:53:07
- Bidder's Qualification Statement - Bidder's Qualification Statement.pdf - Wednesday September 11, 2024 16:00:29
- Anti-Kickback Affidavit & Non-Collusion Affidavit of Proposer - Anti-Kickback Affidavit.pdf - Wednesday September 11, 2024 16:00:48
- Certification Pursuant to Florida Statute § 287.135 - Certification Pursuant to FL Statute 287.135.pdf - Thursday September 12, 2024 09:08:17
- Florida Professional License, including required licenses/certificates and business permits - TAW Power Systems Inc. - City of Pompano Beach Business License.pdf - Wednesday September 11, 2024 16:03:28
- E-Verify Form Under Section § 448.095 Florida Statutes - E-Verify Form.pdf - Wednesday September 11, 2024 16:01:25
- Affidavit of Compliance with Foreign Entity Laws - Compliance with Foreign Entity Laws.pdf - Wednesday September 11, 2024 16:02:05
- Affidavit of Compliance with Anti-Human Trafficking Laws - Compliance with Anti-Human Trafficking Laws.pdf - Wednesday September 11, 2024 16:02:41
- Bidder's Site Inspection Confirmation - Bidders Site Inspection Confrmation signed.pdf - Wednesday September 11, 2024 16:03:04
- W-9 - W-9 TAW Power Systems March 2024.pdf - Tuesday September 10, 2024 13:47:22
- Additional Document - TAW Power Systems Line Card.pdf - Thursday September 12, 2024 11:57:17

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the VENDOR if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - Bid Bond - Complete.pdf - Thursday September 12, 2024 11:53:22

SPECIAL TERMS & CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Vendor to provide all labor, materials, tools, hardware, equipment, and supervision to provide maintenance and repair services for the City's Diesel / Propane Generators and Bypass Pumps for various locations within the City of Boynton Beach**.**

AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to three (3) additional one-year terms (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term".

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

EQUITABLE ADJUSTMENT: The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and Conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfies all the following criteria:

1. the volatility is due to causes wholly beyond the successful BIDDER's control;
2. the volatility affects the marketplace or industry, not just the particular successful BIDER's source of supply
3. the effect on pricing or availability of supply is substantial;
4. the volatility so affects the successful BIDDER that continued performance of the contract would result in substantial loss.

Prices quoted shall be firm for a two (2) year term period. No price increase shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Price increase will be subject to the City's approval at one (1) year renewals. Any requested price adjustment shall be written, fully documented, and submitted to the City for consideration at least 60 calendar days prior to the bid term anniversary date. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Price adjustment for any one-year term will be subject to City's Commission approval.

The City of Boynton Beach reserves the right to approve a price increase within this award. In the event, after examination the City does not wish to accept the adjusted price increase and the matter cannot be resolved to the satisfaction of the City, the contract will be considered canceled on the contract/agreement expiration date.

If, at the point of exercising a price increase, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Boynton Beach, the City reserves the right to place the Awardee in default and cancel the contract/agreement.

MATERIAL PRICING AT COST PLUS: The price of the materials sold to the City of Boynton Beach as a result of this bid award shall be based on the bidder's cost of the actual items. Contractor's proposed percentage to be added to wholesale cost of materials only. Shipping costs to be added to wholesale cost plus percentage. Copies of invoices for materials to be provided with statements issued to the City for labor and materials.

The City of Boynton Beach reserves the right, before awarding the Contract to require a bidder to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder, including past performance (experience) with the City in making the award in the best interest of the City.

The City, by written notice, may terminate in whole or in part, any Contract resulting from the invitation to bid, when such action is in the best interest of the City. If the Contract(s) are so terminated, the City shall be liable for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less

than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us ; AP@bbfl.us

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.
- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor's Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay.

Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.
c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.
d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in

the workplace no later than 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - John St Louis, Director of Operations, TAW Power Systems, Inc. d/b/a Integrated Power Services (IPS)

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 3 - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Tue September 10 2024 08:54 AM	☑	1
Addendum No. 2 Clarifications - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Fri September 6 2024 03:40 PM	☑	2
Addendum No. 1 - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Tue August 27 2024 02:59 PM	☑	1

BID FORM

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS for **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE** under a continuing services contract. The VENDOR shall provide labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary and bypass pumps located throughout the City of Boynton Beach.

Submitted By: TAW Power Systems dba Integrated Power Services (IPS) (VENDOR)

Date: September 12, 2024

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda.

      Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person	Stephen Mulholland
Business Address	1500 NW 15th Avenue
City, State, Zip Code	Pompano Beach Florida 33069
Business Phone Number	954-977-0202 ext. 52852
Email Address	stephen.mulholland@ips.us
Cell Phone Number	954-914-4030

6. Other pertinent information is as follows:

License Number (Please Attach Copy) _____

Federal Tax ID# 45-4241826

Federal Employment ID # _____

Submitted on this 12th day of September, 20 24.

a. (If an individual, partnership, or non-incorporated organization)

Signature of VENDOR _____

By _____

b. (If a corporation)
(Affix Seal)

Signature of VENDOR _____

By Matthew Gould

Attested by Secretary _____

Incorporated under the laws of the State of Florida.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that TAW Power Systems, Inc.

as Principal, and Arch Insurance Company, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Five Percent of Total Amount Bid Dollars (5% of Total $ Amount Bid) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated September 12th, 2024, for:

(DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 12th day of September, 20 24, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

TAW Power Systems, Inc.
Name of Firm

WITNESS:

Ashley Cjeggi

Wesley Paul
Signature of Authorized Officer (affixed seal)

VP Corp Controller
Title

6312 78th Street
Business Address

Riverview, Florida, 33578
City and State

SURETY:

Arch Insurance Company
Corporate Surety

WITNESS:

John E Genet

Molly Speranza
Attorney-in-Fact (affix seal) Molly Speranza
(FL License #W779931)
Harborside 3, 210 Hudson Street, Suite 300
Business Address

JERSEY CITY, NJ 07311 - 1107
City and State

Edgewood Partners Insurance Center
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jason Martin, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Wesley Paul who signed the such Bid Bond on behalf of the Principal, was then VP Corp Controller of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)

STATE OF GEORGIA)

COUNTY OF GWINNETT)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of X physical presence or ___online notarization Molly Speranza to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the Arch Insurance Company and that they have been authorized by Arch Insurance Company to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

Kimberly Chatmon

KIMBERLY CHATMON NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 18, 2026

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Frank Kinnett, John E. Genet, Kim Chatmon and Molly Speranza of Atlanta, GA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **29th day of March, 2024**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1165622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 29, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **12th day of September, 20 24**.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-041

Vendor: TAW Power Systems, Inc.

Name: _____

Address: 6312 78th Street

City/ State: Riverview, Florida ZIP: 33578

Phone: 813-425-7258

Bond Amount: 5% of Total Amount Bid

SURETY BOND COMPANY:

Name: Arch Insurance Company

Address: Harborside 3, 210 Hudson Street, Suite 300

City/ State: Jersey City, NJ ZIP: 07311-1107

Phone: 404-439-8610

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

September 12th, 2024
Date

Agent and Attorney-in-Fact
Molly Speranza
(FL License #W779931)

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Surety Acknowledgment

State of Georgia

County of Gwinnett

On this 12th day of September, 2024, before me **Kimberly Chatmon**, a Notary Public in and for said County, personally appeared **Molly Speranza**, personally known to me, who being by me duly sworn did say that he is the aforesaid Attorney-in-Fact of the Arch Insurance Company, a corporation duly organized and existing under the laws of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission Expires:
December 18th, 2026

Kimberly Chatmon

Kimberly Chatmon, Notary Public

KIMBERLY CHATMON
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES DECEMBER 18, 2026

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Frank Kinnett, John E. Genet, Kim Chatmon and Molly Speranza of Atlanta, GA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **29th day of March, 2024**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — Corporate Seal 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1368622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 29, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th **day of** September **, 20**24.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — Corporate Seal 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

BIDDER'S QUALIFICATION STATEMENT

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name: TAW Power Systems, dba Integrated Power Services (IPS)

Address: 6312 78th Street

City, State, Zip: Riverview Florida 33578

Telephone No.: 813-840-3500

Email Address.: anward.bellorinni@ips.us

Check One	
Corporation	✓
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is:
   TAW Power Systems, dba Integrated Power Services (IPS)

   The address of the principal place of business is:
   6312 78th Street Riverview Florida 33578

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: 12/20/2011

   b. State of Incorporation: Florida

   c. President's name: John Zuleger

   d. Vice President's name: Wesley Paul

   e. Secretary's name: Jason Martin

   f. Treasurer's name: Adam Cook

   g. Name and address of Resident Agent: CORPORATION SERVICE COMPANY
   1201 HAYS STREET
   TALLAHASSEE, FL 32301

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: _____

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

b. Name, address, and ownership units of all partners:

Not Applicable

c. State whether general or limited partnership: Not Applicable

4. What is the last project of this nature that you have completed?
City of Palm Beach Gardens

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:
Not Applicable

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
Not Applicable

7. How many years has your organization been in business under its present business name?
13

Under what other former names has your organization operated?

Tampa Armature Works, Inc., dba TAW Power Systems

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?
NONE

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
Generator Field Service Technicians are factory trained at the Kohler Factory, with additional training in Detroit Engines, Mitsubishi Engines and Asco Automatic Transfer Switches.

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.
Business License City of Pompano Beach 24-00065281

11. Will you sublet any part of this WORK? If so, give details.
Normal Maintenance will not be subletted

12. State the name and address of the Attorney, if any, for the business.
Not applicable

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Integrated Power Services LLC - 250 Executive Center Drive, Suite 201, Greenville, SC 29615 - 100% Ownership

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:
NONE

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:
NONE

16. What will be your turnaround time for written responses to the City's inquires?
Repair proposals are normally sent within 48 hours of receipt

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES ☐ NO ☒

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
Privately held company - discussion of financial info may take place if TAW Power Systems, Inc. is the apparent lowest responsive bidder

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.
NONE

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.
NONE

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.
NONE

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1
Wells Fargo Bank N A Upstate Commercial Banking 15 S. Main St. 3rd Floor Greenville SC 29601
POC Cicely Nance Busienss Relationship Suport Specialist Phone 864-252-3685

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	6
b.	Non-Governmental Related Work	8
	Total Work (a +b):	14

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Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.
Service manager keeps abreast of any ongoing projects and assists and monitors repairs to keep on track and adhere to schedules

25. Provide a description of quality assurance/quality control management methods.
Service manager has senior technicians perform random site visits to spot check on completed work to verify quality of workmanship

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) _____

(Title) Corporate Contract Review Manager

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2024, by Matthew Gould, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 11th day of September, 2024.

TAINA DELEON
MY COMMISSION # HH 440738
EXPIRES: September 5, 2027

_____
Notary Public (Signature)

My Commission Expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF HILLSBOROUGH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2024, by Matthew Gould, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this _____ day of _____, 2024

Printed Information:

Matthew Gould
NAME

Corporate Contract Review Manager
TITLE

TAW Power Systems, dba Integrated Power Services (IPS)
COMPANY

_____
NOTARY PUBLIC, State of Florida
at Large

TAINA DELEON
MY COMMISSION # HH 440738
EXPIRES: September 5, 2027

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Hillsborough)

Matthew Gould, being first duly sworn, deposes and says that:

1) He is Corporate Contract Review Manager (Title) of TAW Power Systems, dba Integrated Power Services (IPS) (Name of Corporation or Integrator), the Vendor that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Vendor, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not

eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Typed name:

Typed name:

VENDOR:

Signed:

Name: Matthew Gould

Title: Corporate Contract Review Manager

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2024, by Matthew Gould, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 11th day of September, 20 24

Notary Public (Signature)

TAINA DELEON
MY COMMISSION # HH 440738
EXPIRES: September 5, 2027

My Commission Expires: _____

(Signed)_____

(Title)_____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

Solicitation No.: **UTL24-041**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	TAW Power Systems, dba Integrated Power Services (IPS)
Authorized Signature:	
Print Name:	Matthew Gould
Title	Corporate Contract Review Manager
Date:	09/11/2024
Phone:	813-621-5661

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2024, by Matthew Gould on behalf of TAW Power Systems, Inc. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

TAINA DELEON
MY COMMISSION # HH 440738
EXPIRES: September 5, 2027

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: September 11, 2024

Signed: _____

Entity: TAW Power Systems, dba Integrated Power Services (IPS)

Name: Matthew Gould

Title: Corporate Contract Review Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2024, by Matthew Gould, as Corporate Contract Review Manager for TAW Power Systems, Inc., dba Integrated Power Services, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

TAINA DELEON
MY COMMISSION # HH 440738
EXPIRES: September 5, 2027

My commission expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: September 11, 2024

Signed: [signature]

Entity: TAW Power Systems, dba Integrated Power Services (IPS)

Name: Matthew Gould

Title: Corporate Contract Review Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2024, by Matthew Gould, as Corporate Contract Review Manager for TAW Power Systems, Inc., dba Integrated Power Services, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [signature]

State of Florida at Large (Seal)

Print Name: _____

TAINA DELEON
MY COMMISSION # HH 440738
EXPIRES: September 5, 2027

My commission expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BIDDER'S SITE INSPECTION CONFIRMATION
TO BE COMPLETED AND UPLOADED ONLINE

Check One:

☐ NON-MANDATORY ☒ **MANDATORY**

BID TITLE: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

BID NO.: **UTL24-041**

Stephen Mulholland as an authorized representative of:
(Name and Title of Representative)

IPS (hereinafter called the Vendor) located
at (Name of Company)

1500 NW 15th Ave, Pompano Beach, FL 33069 and that said
Company Address

Vendor has visited the site of the work and has carefully examined the scope of work as applicable for said project and checked them in detail before submitting his bid or proposal.

August 28th 2024
DATE OF INSPECTION

Stephen Mulholland
COMPANY REPRESENTATIVE SIGNATURE

Service Sales Representative
TITLE

OWNER'S REPRESENTATIVE (City) **DATE** 8/28/24

SIGNATURES FOR MANDATORY SITE INSPECTION

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2024

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
Edgewood Partners Ins Center
One State Street Plaza
New York NY 10004

License#: 0B29370

CONTACT NAME: Certificate Unit
PHONE (A/C, No, Ext): 404-781-1700 **FAX (A/C, No):**
E-MAIL ADDRESS: certificate@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
IPSLLC
Integrated Power Services, LLC. and subsidiary companies as listed in the accompanying attachment
250 Executive Center Drive, Suite 201
Greenville SC 29615

COVERAGES **CERTIFICATE NUMBER:** 1101630137 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	1000090494241	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 100,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	1000198911241	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	1000095450241	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	100 0002837	6/1/2024	6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Boynton Beach, its officers, employees and agents, to the extent required by written contract are additional insured.

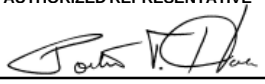
CERTIFICATE HOLDER

Boynton Beach Utilities, City of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Integrated Power Services LLC

Attachment to Certificate of Insurance

June 1, 2024 – June 1, 2025

U.S. Subsidiaries

- Integrated Power Services, LLC
- Integrated Power Services Holdings, Inc.
- Integrated Power Services Intermediate Holdings, Inc.
- 6312 South 78th Street LLC
- A+ Electric Motor, Inc
- Bay Area Investments Inc
- C.H.W. Enterprises LLC dba Industrial Electric Machinery
- Charter Contact & Supply, LLC
- Cleveland Rebabbitting Services, Inc.
- Continental Electric Motor Parts And Repairs, LLC
- Delta Electric Motors, Inc.
- Eastside Electric Motors, LLC
- Electric Motor Services Limited
- Electro-Mec, Inc.
- EPIC Manufacturing Solutions d/b/a Wind Solutions, LLC
- Evans Enterprises, Inc
- Excel Apparatus Services, Inc
- Glassport Realty, Ltd
- Griggs Associates, LLC
- Industrial Electric Motor Works, Inc
- Industrial Panel Company, LLC
- KTS Holdings, LLC
- Lighthouse Global Energy, LLC
- MG-LG Properties, LLC
- Mid-South Electrical Supply, LLC
- Monarch Electric Services Company
- Monarch Electric, LLC
- National Electrical Services, Inc. Dba National Field Services
- National Switchgear Holding LLC
- National Switchgear Systems, Inc.
- Pennsylvania Electric Coil, Ltd
- Pompano Power and Marine LLC
- Power Services Holding Company, Inc.

- Precision Electrical Motor Works, Inc.
- R.A. Reed Electric Company LLC
- Reed Electric & Field Services
- Rotek Services, Inc.
- Sailfish Reef LLC
- Snook Holdings LLC
- South-East Switchgear, LLC
- Southland Automation, LLC
- Southland Electrical Supply Co., Inc.
- Southland Equipment Rental, LLC
- Tampa Armature Works Inc
- Tampa Armature Works, Inc-DBA TAW Custom Equipment
- Tampa Armature Works, Inc-DBA TAW Equipment Services
- Tampa Armature Works, Inc-DBA TAW Tampa Services Center
- TAW Georgia Services Center Inc
- TAW Holding Group, Inc (Parent)
- TAW Inc
- TAW IP Inc
- TAW Jacksonville Service Center Inc
- TAW Jacksonville Service Center Real Estate LLC
- TAW Lake City Service Center Inc
- TAW Lakeland TFS Real Estate LLC
- TAW Miami Service Center Inc
- TAW Orlando Service Center Inc
- TAW Orlando Service Center Real Estate LLC
- TAW Payroll
- TAW Power Systems, Inc.
- TAW Real Estate Holding LLC
- TAW Tampa Service Center Real Estate LLC
- TAW Technical Field Services Inc
- Trico TCWind, Inc.
- Wind Solutions, LLC

Canada Subsidiaries

- Integrated Power Services Canada Inc.
- Integrated Power Services, Inc.
- A/O KVA DYNAME INC.
- A/O B.B. DYNAMO & ARMATURE LTD.
- A/O KING'S ELECTRIC MOTORS LTD.
- Tesco Industries, Inc.
- Surplec Inc.
- Electric Motor Service Limited

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

TAW Power Systems, Inc.

2 Business name/disregarded entity name, if different from above.

Integrated Power Services (IPS)

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) Not Applicable

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

6312 78th Street

6 City, state, and ZIP code

Riverview Florida 33578

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	4	2	4	1	8	2	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person John W Stein Date June 12, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2023 - 2024

Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024

4441341 8/30/2023
TAW POWER SYSTEMS
PO BOX 3381

TAMPA FL 33601

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: TAMPA ARMATURE WORKS INC
BUSINESS LOCATION: 1500 NW 15 AV POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
24-00065281	REPAIR SVC-EQUIPMENT (SPECIFY TYPE)
24-00065282	MERCHANTS-WHSL OVER $100,000.00

NOTICE: A NEW APPLICATON MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

David Villa

after completing the Kohler required training is now certified as a

Gaseous Engine Service Technician I

Completed on this 2nd day of July 2022

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

798

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

David Villa

after completing the Kohler required training is now certified as a

Large Diesel Engine Service Technician II

Completed on this 13th day of February 2024

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

799

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

David Villa

after completing the Kohler required training is now certified as a

Small Diesel Engine Service Technician II

Completed on this 31st day of August 2023

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

800

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

David Villa

after completing the Kohler required training is now certified as a

Industrial Power Systems Service Technician I

Completed on this 4th day of September 2023

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

801

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

Roy Arnold

after completing the Kohler required training is now certified as a

Industrial Power Systems Service Technician III

Completed on this 23rd day of January 2023

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

802

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

Roy Arnold

after completing the Kohler required training is now certified as a

Gaseous Engine Service Technician I

Completed on this 16th day of July 2019

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

803

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

Roy Arnold

after completing the Kohler required training is now certified as a

Large Diesel Engine Service Technician II

Completed on this 24th day of January 2023

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

804

Certificate of Training

this certifies that

Roy Arnold

has successfully completed the training program requirements for

KD Series K148 Diesel Engines (KD700-KD750)

Awarded on this **20th** *day of* **March 2024**

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

Roy Arnold

after completing the Kohler required training is now certified as a

Industrial Power Systems Service Technician III

Completed on this 24th day of January 2023

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

808

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

Tyler Sanabria

after completing the Kohler required training is now certified as a

Gaseous Engine Service Technician I

Completed on this 14th day of December 2023

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

807

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

Tyler Sanabria

after completing the Kohler required training is now certified as a

Large Diesel Engine Service Technician I

Completed on this 22nd day of January 2024

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

808

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

Tyler Sanabria

after completing the Kohler required training is now certified as a

Small Diesel Engine Service Technician I

Completed on this 22nd day of January 2024

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

609

KOHLER®

KPS LEARNING ACADEMY

This is to acknowledge that

Tyler Sanabria

after completing the Kohler required training is now certified as a

Industrial Power Systems Service Technician I

Completed on this 8th day of March 2024

General Manager
Kohler Power Systems

Channel Manager
Kohler Power Systems

810

UTL24-041 - Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services

Opening Date: August 19, 2024 8:00 AM

Closing Date: September 12, 2024 2:30 PM

Vendor Details

Company Name:	Megawattage LLC
Address:	850 SW 21 Terrace Fort Lauderdale, FL 33312
Contact:	David Brenner
Email:	dbrenner@megawattage.com
Phone:	305-632-3273
HST#:	06-1788554

Submission Details

Created On:	Wednesday September 11, 2024 10:36:03
Submitted On:	Wednesday September 11, 2024 13:28:28
Submitted By:	David Brenner
Email:	dbrenner@megawattage.com
Transaction #:	79321865-f707-4800-8ced-3f682de34c21
Submitter's IP Address:	71.196.97.74

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY"** and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL - DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE - Labor Rate Cost

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Description	Unit	Rate *	
Standard Labor Rate: For maintenance/inspection or repairs during normal business hours of Monday through Friday between the hours of 8:00 A.M. - 5:00 P.M.	$ Dollar Per Hour	105.93	*
Emergency Labor Rate: For emergency services/repairs during non-business hours as referenced above and holidays.	$ Dollar Per Hour	158.90	*
Premium Labor Rate: For service/repairs during a declared emergency in accordance with the City's Ordinance.	$ Dollar Per Hour	158.90	*
Material Pricing: Cost Plus (wholesale cost plus percentage) for lubricants, materials, or parts used	% percentage Cost Plus	20	*

BID PROPOSAL - DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE - Fixed Cost Per Generator

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Description	Unit	< 75 KW (Less Than) *	75 - 260 KW *	> 260 KW (Greater Than) *	
Quarterly or Every 500 Hours Equipment Inspection Recordkeeping for PBC Department of Health (Reference: Task1)	Fixed Cost per Generator	$211.8600	$211.8600	$211.8600	*
Annual or Every 500/1000 Hours Equipment Inspection, Fuel and Oil Analysis and Testing Recordkeeping for PBC Department of Health (Reference: Task 2)	Fixed Cost per Generator	$1,127.6700	$1,603.8200	$5,200.7000	*
Installation of Non-Resettable Meter if required	Fixed Cost per Generator	$500.0000	$500.0000	$500.0000	*

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	Not Applicable	*
Date of Issuance	Input response in comments box to the right	Not Applicable	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No	20	379-330070

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Megawattage LLC 850 SW 21 Terrace Fort Lauderdale, FL 33312 To City of Boynton Beach, Thank you for the opportunity to service your power generation needs. We understand the proposed work to be performed is quarterly generator maintenance for The City of Boynton Beach. Our objective is to ensure that these generators are Fully Mission Capable not only during Hurricane Season but throughout the year for unexpected natural or unnatural disasters. Megawattage has been servicing generators in South Florida for 20 years, and we are the largest turnkey power generator rental and reservation, maintenance, and repair company in South Florida. Our rental and reservation programs are designed for the Hurricane season with the largest inventory of generators (20KW – 3000KW). We possess the knowledge and equipment to deploy a generator to wherever it is needed, and we take great pride in our ability to always answer the phone and swiftly respond with the help our clients require during power emergencies. We are ready with the cables, the transfer switches, the trucks and trailers, the heavy machinery, the light equipment, the manpower and the training to install generators and restore power. We are known for disaster relief and emergency response. Our blue-chip client list includes well known organizations, including the FEMA and the U.S. Government, luxury condominiums, cold storage facilities and many other businesses within the continental U.S. Our reputation precedes us as the reliable company to call during a crisis. If Megawattage is awarded this contract, we will immediately begin the service with the following list of protocols: • Provide the City of Boynton Beach with the necessary contact numbers for our service team, who is available 24/7 to respond to emergency service calls • Maintain an inventory of spare filters, belts, hoses, oil, coolant, and other necessary supplies for urgent maintenance and repair in our 16,000 square foot warehouse in Fort Lauderdale • Guarantee all our technicians are up to date with maintenance certifications • Guarantee Megawattage LLC is up to date with business licenses and certifications • Prepare our technicians to visit Boynton Beach generators according to the quarterly and annual maintenance schedule. Thank you again for the opportunity to offer our services. We look forward to working with you in the future. Sincerely, David Brenner 954-328-0232 dbrenner@megawattage.com

References

In order to be considered for this project**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Firm:	City of Weston	Town of Pembroke Park	University of Miami
Scope of Work:	Quarterly and annual maintenance services and repairs for the City of Weston governmental buildings, fire stations, lift stations, and portable generators	Quarterly and annual maintenance services and repairs for the Town of Pembroke Park governmental buildings and pump stations	Quarterly and annual maintenance services and repairs for all (28-31) standby backup power generation units for the University of Miami
Project Location:	City of Weston, Florida	Pembroke Park, Florida	Coral Gables, Florida
Project Lead/Manager:	Gary Garofalo	Stephanie Woodbury	Mike Perdomo
Cost of Service:	$105.93/hr Contract Rates per generator for Oil/Filter Change, Load Banking, and other services	$105.93/hr Contract Rates per generator for Oil/Filter Change, Load Banking, and other services	$150/hr Contract Rates per generator for Oil/Filter Change, Load Banking, and other services
Start Date of Service:	2018- Current	2024-Current	2017 - Current
End Date of Service:	Option Renews in October 2024 for 5 Years	Option Renews in February 2025	Option Renews in May 2025
Contact Person:	Gary Garofalo	Stephanie Woodbury	Ernie Alzola
Title:	Facilities Maintenance Manager	Executive Assistant to the Public Services Director	Facilities Electrician
Email:	ggarofalo@westonfl.org	swoodbury@tppfl.gov	exa487@miami.edu
Phone #:	(954) 385-2600	954-540-5903	305-467-1803

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required.

Owner reserves the right to reject any subcontractors who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

☑ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract

Documents

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

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

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

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Bid Form & Bid Bond Documents - Bid Form and Bond.pdf - Wednesday September 11, 2024 11:51:19
- Bidder's Qualification Statement - Bidder Qualification Statement.pdf - Wednesday September 11, 2024 11:51:29
- Anti-Kickback Affidavit & Non-Collusion Affidavit of Proposer - Anti-Kickback and Collusion.pdf - Wednesday September 11, 2024 11:52:00
- Certification Pursuant to Florida Statute § 287.135 - Statute 287.135.pdf - Wednesday September 11, 2024 11:52:09
- Florida Professional License, including required licenses/certificates and business permits - Business License and Certification.pdf - Wednesday September 11, 2024 11:52:43
- E-Verify Form Under Section § 448.095 Florida Statutes - e-Verify.pdf - Wednesday September 11, 2024 11:52:52
- Affidavit of Compliance with Foreign Entity Laws - Foreign Entity Law.pdf - Wednesday September 11, 2024 11:53:02
- Affidavit of Compliance with Anti-Human Trafficking Laws - Trafficking Law.pdf - Wednesday September 11, 2024 11:53:18
- Bidder's Site Inspection Confirmation - Bidders Inspection.pdf - Wednesday September 11, 2024 11:53:43
- W-9 - 2024 W-9.pdf - Wednesday September 11, 2024 11:53:56
- Additional Document (optional)

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the VENDOR if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - Mega - Boynton Generator & Digitally Executed.pdf - Wednesday September 11, 2024 13:25:39

SPECIAL TERMS & CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Vendor to provide all labor, materials, tools, hardware, equipment, and supervision to provide maintenance and repair services for the City's Diesel / Propane Generators and Bypass Pumps for various locations within the City of Boynton Beach**.**

AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to three (3) additional one-year terms (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term".

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

EQUITABLE ADJUSTMENT: The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and Conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfies all the following criteria:

1. the volatility is due to causes wholly beyond the successful BIDDER's control;
2. the volatility affects the marketplace or industry, not just the particular successful BIDER's source of supply
3. the effect on pricing or availability of supply is substantial;
4. the volatility so affects the successful BIDDER that continued performance of the contract would result in substantial loss.

Prices quoted shall be firm for a two (2) year term period. No price increase shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Price increase will be subject to the City's approval at one (1) year renewals. Any requested price adjustment shall be written, fully documented, and submitted to the City for consideration at least 60 calendar days prior to the bid term anniversary date. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Price adjustment for any one-year term will be subject to City's Commission approval.

The City of Boynton Beach reserves the right to approve a price increase within this award. In the event, after examination the City does not wish to accept the adjusted price increase and the matter cannot be resolved to the satisfaction of the City, the contract will be considered canceled on the contract/agreement expiration date.

If, at the point of exercising a price increase, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Boynton Beach, the City reserves the right to place the Awardee in default and cancel the contract/agreement.

MATERIAL PRICING AT COST PLUS: The price of the materials sold to the City of Boynton Beach as a result of this bid award shall be based on the bidder's cost of the actual items. Contractor's proposed percentage to be added to wholesale cost of materials only. Shipping costs to be added to wholesale cost plus percentage. Copies of invoices for materials to be provided with statements issued to the City for labor and materials.

The City of Boynton Beach reserves the right, before awarding the Contract to require a bidder to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder, including past performance (experience) with the City in making the award in the best interest of the City.

The City, by written notice, may terminate in whole or in part, any Contract resulting from the invitation to bid, when such action is in the best interest of the City. If the Contract(s) are so terminated, the City shall be liable for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less

than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us ; AP@bbfl.us

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.
- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor's Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay.

Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.
c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.
d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in

the workplace no later than 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - David Brenner, Service Manager, Megawattage LLC

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 3 - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Tue September 10 2024 08:54 AM	☑	1
Addendum No. 2 Clarifications - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Fri September 6 2024 03:40 PM	☑	2
Addendum No. 1 - UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services Tue August 27 2024 02:59 PM	☑	1

BID FORM

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS for **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE** under a continuing services contract. The VENDOR shall provide labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary and bypass pumps located throughout the City of Boynton Beach.

Submitted By: Megawattage LLC (VENDOR) Date: 9/6/24

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda.

      Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person: Dana Welch
Business Address: 850 SW 21 Terrace
City, State, Zip Code: Fort Lauderdale, FL 33312
Business Phone Number: 954-328-0232
Email Address: Dana.Welch@megawattage.com
Cell Phone Number: 954-401-7942

6. Other pertinent information is as follows:

License Number (Please Attach Copy): 379-330070
Federal Tax ID#: 06-178854
Federal Employment ID #: 06-178854

Submitted on this 9th day of September, 2024

a. (If an individual, partnership, or non-incorporated organization)

Signature of VENDOR: [signature]
By David Brenner

b. (If a corporation)
(Affix Seal)

Signature of VENDOR: _____
By _____
Attested by Secretary _____

Incorporated under the laws of the State of Florida.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that MEGAWATTAGE LLC

as Principal, and Philadelphia Indemnity Insurance Company, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of ----------Five Percent of Amount Bid---------- Dollars ($-------5%----------) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated September 12, 20 24, for:

(DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

BIDDERS SUBMISSION REQUIREMENTS

Submittal of General Information and Procurement Forms and Documents. Procurement forms must be complete, signed, notarized, uploaded, and/or acknowledged when required and submitted. In addition, all other requests and supporting documentation are required to be included.

Bids or Proposals may be found non-responsive if the Vendor fails to provide the information requested in the Invitation to Bid/ Request for Qualifications/Request for Proposals; fails to utilize or complete the required forms; provide incomplete, indefinite, or ambiguous responses; fails to comply with applicable deadlines; provide improper or undated signatures; or provide information that is false, misleading, or exaggerated.

a) Online Acknowledgement

- ☐ Proposer Acknowledgement
- ☐ Addenda Acknowledgement
- ☐ Confirmation of Drug-Free Workplace
- ☐ Palm Beach Inspector General

b) Online Forms

- ☐ Letter of Interest
- ☐ Confirmation of Minority-Owned Business
- ☐ Local Business Certification
- ☐ Statement of Non-Submittal (if applicable)
- ☐ Schedule of Sub-Consultants
- ☐ References

c) Upload Online

- ☐ Bid Form
- ☐ Bid Bond Documents
- ☐ Bidder's Qualification Statement
- ☐ Anti-Kickback Affidavit
- ☐ Non-Collusion Affidavit
- ☐ Certification Pursuant to Florida Statute § 287.135
- ☐ Submit current Florida Professional License, including evidence of possession of required licenses or business permits
- ☐ E-Verify Form Pursuant to Florida Statute § 448.095
- ☐ Affidavit of Compliance with Foreign Entity Laws
- ☐ Affidavit of Compliance with Anti-Human Trafficking Laws
- ☐ Bidder's Site Inspection Confirmation
- ☐ W-9
- ☐ Submit any Supplemental information relative to this BID

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 12 day of September, 2024, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

MEGAWATTAGE LLC
Name of Firm

WITNESS:

David Brenner

Haven McCoy

Signature of Authorized Officer (affixed seal)

WELCH, DAVID [CEO]
Title

850 SW 21ST TERRACE
Business Address

FORT LAUDERDALE, FL 33312
City and State

SURETY:

Philadelphia Indemnity Insurance Company
Corporate Surety

WITNESS:

Semi el-hila

Layne A. Holmes
Attorney-in-Fact (affix seal)

Three Bala Plaza East Suite 400
Business Address

Bala Cynwyd, Pennsylvania 19004-1403
City and State

Brown & Brown of Florida Inc.
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, David Welch, certify that I am the Secretary of the Corporation named as Principal in the within bond; that WELCH, DAVID who signed the such Bid Bond on behalf of the Principal, was then CEO of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of X physical presence or ___online notarization Layne A. Holmes to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the Philadelphia Indemnity Insurance Company and that they have been authorized by Philadelphia Indemnity Insurance Company to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

JAMIEN NEIL
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 305105
MY COMMISSION EXPIRES OCT. 22, 2026

Jamien Neil - FL Notary
Commission Expires: 10.22.2026

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-041

Vendor: MEGAWATTAGE LLC

Name: MEGAWATTAGE LLC

Address: 850 SW 21ST TERRACE

City/ State: FORT LAUDERDALE, FL ZIP: 33312

Phone: 954.328.0232

Bond Amount: Five Percent of Amount Bid [5%]

SURETY BOND COMPANY:

Name: Philadelphia Indemnity Insurance Company

Address: Three Bala Plaza East Suite 400

City/ State: Bala Cynwyd, Pennsylvania ZIP: 19004-1403

Phone: 610.617.7900

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

September 12, 2024
Date

Layne A. Holmes
Agent and Attorney-in-Fact

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Michael Gorham, Michael A. Holmes, Layne A. Holmes of Brown & Brown of Florida, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12 day of September 2024.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

BIDDER'S QUALIFICATION STATEMENT
DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE
BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:
Name: David Brenner
Address: 850 SE 21 Terrace
City, State, Zip: Fort Lauderdale, FL 33312
Telephone No.: 954-328-0232
Email Address.: dbrenner@megawattage.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.
   The correct name of the Vendor is: **Megawattage LLC**

   The address of the principal place of business is: 850 SW 21 Terrace, Fort Lauderdale FL 33312

2. If Vendor is a corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: **Florida**
   c. President's name: **David Welch**
   d. Secretary's name: **N/A**
   e. Treasurer's name: **N/A**
   f. Name and address of Resident Agent: **David Welch**
      30 NW 108 Terrace, Plantation, FL 33324

3. If Vendor is an individual or a partnership, answer the following:
   a. Date of organization: **N/A**

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b. Name, address, and ownership units of all partners:

1. David Welch: **30 NW 108 Ter, Plantation, FL 33324. Ownership 45%**
2. Dana Welch: **480 NE 31 Street, Unit 4304, Miami, FL 33137. Ownership 45%**
3. David Brenner: **1330 Tyler Street, Hollywood, FL 33019. Ownership 10%**

State whether general or limited partnership: **LLC**

4. What is the last project of this nature that you have completed?
Currently, we perform city-wide generator maintenance contracts for City of Weston, Town of Pembroke Park, and The Village of Bal Harbour. In the past, we have managed the generator maintenance contract for Broward County, City of Homestead, Town of Davie, and the Village of Palm Springs.

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:
N/A

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
N/A

7. How many years has your organization been in business under its present business name?
20

Under what other former names has your organization operated?
N/A

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?
No. We only bid contracts that are within our scope.

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary). **See attached:**

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration. **See attached:**

11. Will you sublet any part of this WORK? If so, give details.
NO. We do not sublet work. We are competent technicians with a fully equipped warehouse.

12. State the name and address of the Attorney, if any, for the business. **N/A**

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

1. David Welch: 30 NW 108 Ter, Plantation, FL 33324. Ownership 45%
2. Dana Welch: 480 NE 31 Street, Unit 4304, Miami, FL 33137. Ownership 45%
3. David Brenner: 1330 Tyler Street, Hollywood, FL 33019. Ownership 10%

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor: **N/A**

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below: **NO**

16. What will be your turnaround time for written responses to the City's inquires? **1 - 3 Days**

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES ☒ **X** NO ☐

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition. **NONE**

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute. **NONE**

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution. **NO**

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1 Julia Aguilar, 561-866-4628, Amerant Bank

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	**7**
b.	Non-Governmental Related Work	**6**
	Total Work (a +b):	**8**

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Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.
We use Jobber and Quickbooks Online

25. Provide a description of quality assurance/quality control management methods.
Personnel training, photographs at every job site, competent master technicians who review and follow-up services, flexible management, and strong communication between all parties.

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) _____

(Title) Service Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of September, 2024, by David ~~Brenn~~ Brenner, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 10th day of SEPTEMBER, 2024.

Sherry Nicklaus
Commission # HH 133631
Commission Expires 08-09-2025
Bonded Through - Cynanotary
Florida - Notary Public

Sherry Nicklaus
Notary Public (Signature)
Sherry Nicklaus
My Commission Expires: 08-09-2025

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9. List the pertinent experience of key individuals in our company:

David Welch
Megawattage CEO and Owner
Experienced executive with a history of managing and overseeing hundreds of employees.
Experienced Site Supervisor for disaster relief sites for generator deployment, installation, maintenance, and repair.

Dana Welch
Megawattage President and Owner
Megawattage Sales and Client Communications, Invoicing
Oversee Megawattage Fleet of Generators (20kw-1750kw), Load Banks (100kw-2000kw), Light Towers, and All Heavy Equipment

David Brenner
Megawattage Service Manager and Owner
Electrical Contractor – EC13012482
OSHA 30
Megawattage Electrical Contractor and Qualifier
Years of experience on and off all sites, particularly generator installation and disaster relief rental and installation sites.
Field technician manager, site safety, logistics and deployment.

Tim Puffer
Certified Generator Technician for MultiQuip, Cummins, Caterpillar, Kohler, Taylor Power, Isuzu, John Deere
Professional Generator technician, diesel mechanic and generator electrician who has been with Megawattage nearly since its founding
Immense knowledge of generators and electrical from over a decade of experience in installations, diagnostics, and repair.

Mike Levandoski
Journeyman Electrician
Certified Generator Technician for MultiQuip, Cummins, Caterpillar, Kohler, Taylor Power, Isuzu, John Deere
Electrical professional who has been working in power generation and generator service for over a decade

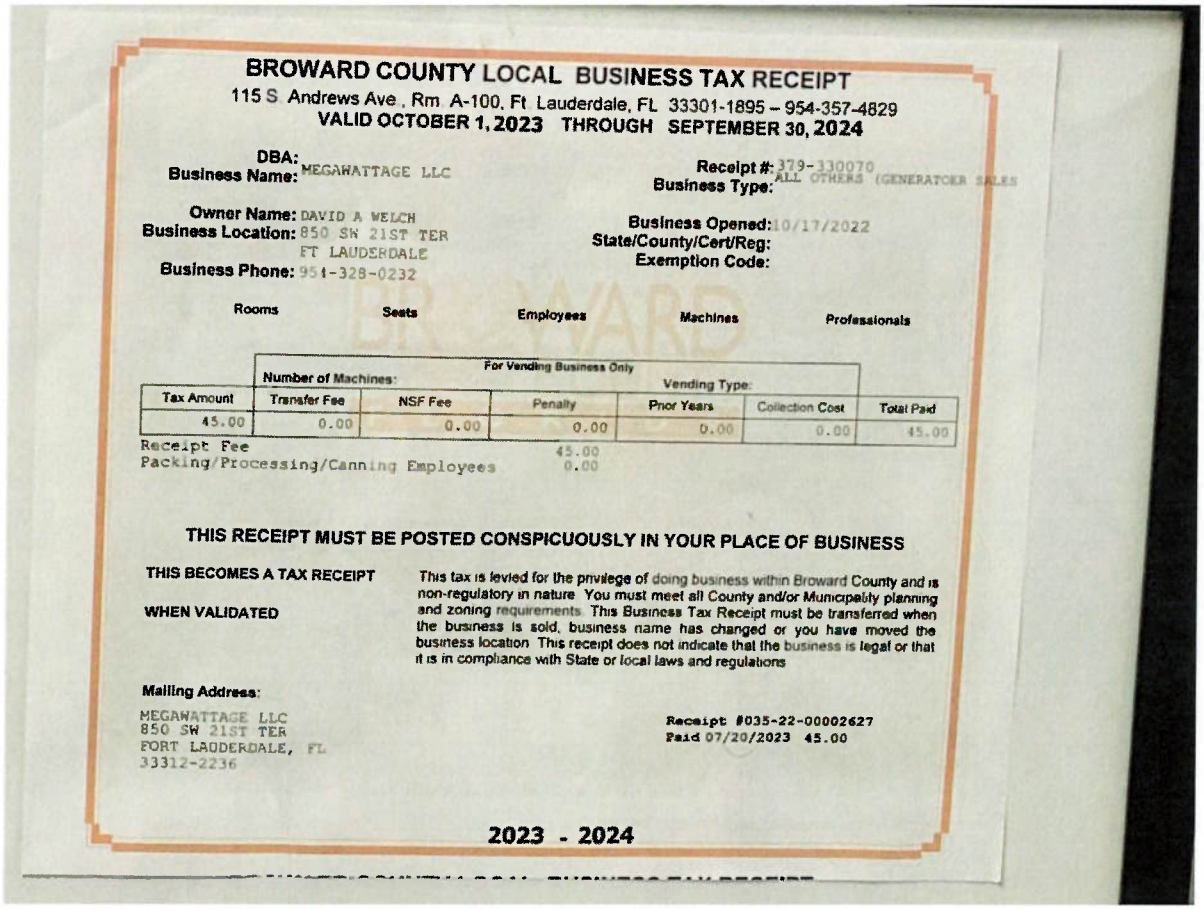
Eric Ramsey
Certified Generator Technician for MultiQuip, Cummins, Caterpillar, Kohler, Taylor Power, Isuzu, John Deere
Over 10 years of experience as a diesel mechanic
Experienced generator service technician and diagnostician during disaster and power outage

Louis Wozcik
Certified Generator Technician for MultiQuip, Cummins, Caterpillar, Kohler, Taylor Power, Isuzu, John Deere
Professional Generator Technician
Certified ATS Technician

Lisandro Piloto
Certified Generator Technician for MultiQuip, Cummins, Caterpillar, Kohler, Taylor Power, Isuzu, John Deere
Generator Technician
Electrical Apprentice

Richard Normand
CDL License
Semi-Truck Driver who moves rental generator fleet, 20kw-1750kw.
Performs and oversees deliveries for MegaFuel

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration:



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: MEGAWATTAGE LLC

Receipt #: 379-330070
Business Type: ALL OTHERS (GENERATOR SALES

Owner Name: DAVID A WELCH
Business Location: 850 SW 21ST TER
FT LAUDERDALE
Business Phone: 954-328-0232

Business Opened: 10/17/2022
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee 45.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
MEGAWATTAGE LLC
850 SW 21ST TER
FORT LAUDERDALE, FL
33312-2236

Receipt #035-22-00002627
Paid 07/20/2023 45.00

2023 - 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRENNER, DAVID A

MEGAWATTAGE LLC
850 SW 21ST TERRACE
FORT LAUDERDALE FL 33312

LICENSE NUMBER: EC13012482

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Certificate of Training

This is to certify that

MEGAWATTAGE LLC

has satisfactorily completed a full training course in the proper maintenance and service of Multiquip DCA Generators.

Training Team

Anthony Taylor

UMQ
UNIVERSITY of MULTIQUIP

May 19th 2016

MQ
MULTIQUIP

CERTIFICATE OF RECOGNITION

This is to certify that

MEGAWATTAGE, LLC

Is an Authorized Dealer of

ISUZU MOTORS AMERICA, LLC

ISUZU DIESEL

NAOKI OKA, EVP–POWERTRAIN — 9/20/21 DATE

KEN MARTIN, EXECUTIVE DIRECTOR, SALES — 9/20/21 DATE

2024 UCR

UNIFIED CARRIER REGISTRATION

FILING ASSISTANCE

January 1, 2024 - December 31, 2024
STATUS: COMPLIANT

UCR

000-0439-2736
UCR CONFIRMATION#

MEGAWATTAGE LLC

U.S. DOT# 1744275

This document certifies that the herein listed carrier **has complied** with the 2024 Unified Carrier Registration mandate per Code of Federal Regulations CFR Title 49 Part 367 for the 2024 period (January 1, 2024 - December 31, 2024).

Certificate of compliance issued by federal applications processor Hoffenmer, verification via ucr.gov

To file your 2025 UCR next year you may visit www.ucrportal.us or call 866.865.0317

2024 UCR
ED CARRIER REGISTRATION
TATUS: COMPLIANT
EGAWATTAGE LLC

ANTI-KICKBACK AFFIDAVIT

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF ~~PALM BEACH~~ BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: David Brenner
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of September, 2024, by David Brenner, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 10th day of September, 2024

Printed Information:

David Brenner
NAME

Service Manager
TITLE

Megawatt LLC
COMPANY

Sherry Nicklaus
NOTARY PUBLIC, State of Florida
at Large Sherry Nicklaus

Sherry Nicklaus
Commission # HH 133631
Commission Expires 08-09-2025
Bonded Through - Cynanotary
Florida - Notary Public

"OFFICIAL NOTARY SEAL STAMP"

Sherry Nicklaus
Commission # HH 133631
Commission Expires 08-09-2025
Bonded Through - Cynanotary
Florida - Notary Public

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Broward)

David Brenner, being first duly sworn, deposes and says that:

1) He is Service Manager (Title) of Megawatt Gas LLC (Name of Corporation or Integrator), the Vendor that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Vendor, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not

eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
[illegible]	Colleague.
[illegible]	COLLEAGUE

Witnesses:

Typed name: Dana Welch

Typed name: Rick Normand

VENDOR:

Signed: [signature]

Name: David Brenner

Title: Service Manager

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of September, 2024 by David Brenner, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 10th day of September, 2024

Notary Public (Signature) [signature]

My Commission Expires: 8-9-2025 (Sherry Nicklaus)

State of Florida

County of Broward

(Signed)_____

(Title)_____

Sherry Nicklaus
Commission # HH 133631
Commission Expires 08-09-2025
Bonded Through - Cynanotary
Florida - Notary Public

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

I, David Brenner, Service Manager, on behalf of Megawatt Haze LLC certify
Print Name and Title — Company Name

that Megawatt Haze LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I

understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Megawatt Haze LLC
COMPANY NAME

SIGNATURE

David Brenner
PRINT NAME

Service Manager
TITLE

9/10/24
DATE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of September, 2024, by David Brenner, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 10th day of September, 2024

Sherry Nicklaus
Notary Public (Signature)

Sherry Nicklaus
8-9-2025
My Commission Expires:

Sherry Nicklaus
Commission # HH 133631
Commission Expires 08-09-2025
Bonded Through - Cynanotary
Florida - Notary Public

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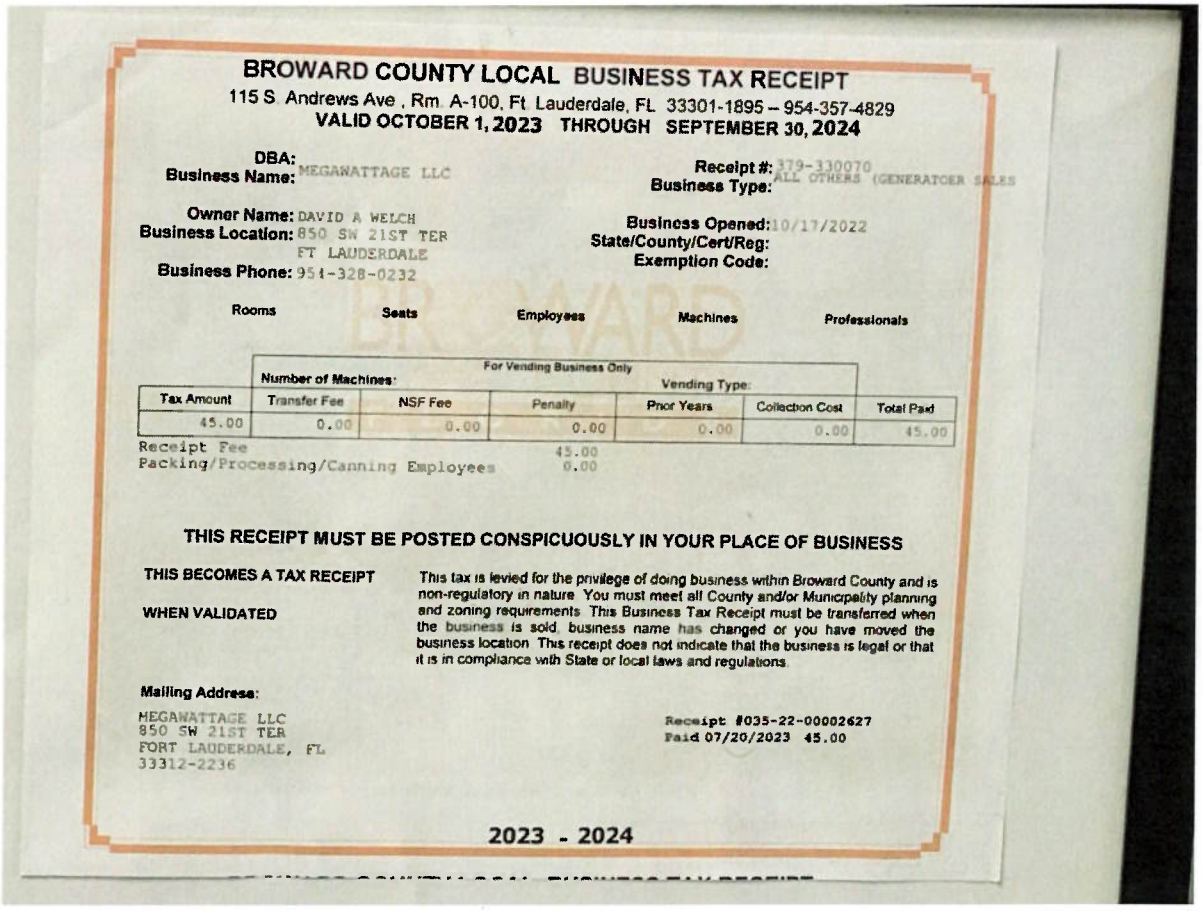
10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration:



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: MEGAWATTAGE LLC

Receipt #: 379-330070
Business Type: ALL OTHERS (GENERATOR SALES

Owner Name: DAVID A WELCH
Business Location: 850 SW 21ST TER
FT LAUDERDALE
Business Phone: 954-328-0232

Business Opened: 10/17/2022
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee 45.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MEGAWATTAGE LLC
850 SW 21ST TER
FORT LAUDERDALE, FL
33312-2236

Receipt #035-22-00002627
Paid 07/20/2023 45.00

2023 - 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRENNER, DAVID A

MEGAWATTAGE LLC
850 SW 21ST TERRACE
FORT LAUDERDALE FL 33312

LICENSE NUMBER: EC13012482

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

Solicitation No.: **UTL24-041**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Megawattage LLC
Authorized Signature:	
Print Name:	David Brenner
Title	Service Manager
Date:	9/10/24
Phone:	305-632-3273

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of September, 2024, by David Brenner on behalf of Megawattage LLC. He/she is personally known to me or has produced _____ as identification.

Sherry Nicklaus
NOTARY PUBLIC

Sherry Nicklaus
(Name of Notary Typed, Printed or Stamped)

Sherry Nicklaus
Commission # HH 133631
Commission Expires 08-09-2025
Bonded Through - Cynanotary
Florida - Notary Public

Title or Rank

Serial number, if any

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: September 10, 2024

Entity: Megawattage LLC

Signed: _____

Name: David Brenner

Title: Service Manager

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of SEPTEMBER, 2024, by David Brenner, as Service Manage for Megawattage LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Sherry Nicklaus

Print Name: Sherry Nicklaus

State of Florida at Large (Seal)

Sherry Nicklaus
Commission # HH 133631
Commission Expires 08-09-2025
Bonded Through - Cynanotary
Florida - Notary Public

My commission expires: 8-9-2025

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: September 10, 2024

Entity: Megawattage LLC

Signed: _____

Name: David Brenner

Title: Service Manager

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of September, 2024, by David Brenner, as Service Manager for Megawattage LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Sherry Nicklaus

My commission expires: 8-9-2025

Sherry Nicklaus
Commission # HH 133631
Commission Expires 08-09-2025
Bonded Through - Cynanotary
Florida - Notary Public

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BIDDER'S SITE INSPECTION CONFIRMATION
TO BE COMPLETED AND UPLOADED ONLINE

Check One:

☐ NON-MANDATORY ☒ **MANDATORY**

BID TITLE: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

BID NO.: **UTL24-041**

Mark Welsh, President as an authorized representative of:
(Name and Title of Representative)

McGowatter (hereinafter called the Vendor) located
at (Name of Company)

400 SW. 21st Terrace Ft Lauderdale, FL 33312 and that said
Company Address

Vendor has visited the site of the work and has carefully examined the scope of work as applicable for said project and checked them in detail before submitting his bid or proposal.

8/20/24
DATE OF INSPECTION

COMPANY REPRESENTATIVE SIGNATURE

President
TITLE

OWNER'S REPRESENTATIVE (City) 8/20/24 **DATE**

8/24/24

SIGNATURES FOR MANDATORY SITE INSPECTION

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Megawattage LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
850 SW 21 Terrace

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale FL 33312

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
0 6 - 1 7 8 8 5 5 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ JAN 1 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

REVISED

INVITATION TO BID
FOR
DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

BID No.: UTL24-041

MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION TO BE HELD:
AUGUST 28, 2024, 9:00 A.M.

LOCATION:

CITY OF BOYNTON BEACH
CITY HALL, ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435
(Entrance to Conference Room 115 is on Seacrest Boulevard)

ONLINE SUBMISSION ONLY
Boynton-beach.bidsandtenders.net
BID CLOSING DATE: SEPTEMBER 12, 2024
BID CLOSING TIME: 2:30 P. M.

THE DEADLINE FOR QUESTIONS CONCERNING THIS BID IS: SEPTEMBER 2, 2024 NO LATER THAN 2:30 P.M.

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Submittal of General Information, Procurement Forms and Documents
To be Completed and Uploaded Online

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DRAFT AGREEMENT:

Draft Service Agreement *(Subject to modification and final by City Attorney)* ..... A-1 – A-14
Insurance Advisory Form IA-1

ATTACHMENTS:

Attachment "A" – Sample Performance Evaluation Form (2 pages)

APPENDIX:

Appendix "A" – Utilities Department Generator and Pump Inventory List (2 pages)
Appendix "B" – Facilities Management Inventory List (1 page)

When completed and executed, these documents, along with the Plans and Specifications, and Certificates of Insurance for the Contractor, forms the Contract for this Project.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435

P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

INVITATION TO BID
DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No. UTL24-041

NOTICE TO CONTRACTORS

Electronic bids shall be received by the bidding system up until: **September 12, 2024; No Later Than 2:30 P.M. (Local Time).**

All Bid's received will be publicly opened and acknowledge of receipt. Bid's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that Vendor(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF WORK:

The City of Boynton Beach is requesting proposals for pricing for labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary, and bypass pumps located throughout the City of Boynton Beach.

The scope of work is more clearly defined in the Contract Documents, Special Conditions, and Terms and Conditions for City Furnished Materials (if applicable), Technical Specifications, and project drawings (if applicable), which are hereby not listed in any order of precedence.

A MANDATORY Pre-Bid Meeting Conference & Site Visit is scheduled for **August 28, 2024, at 9:00 A.M.,** to be held at the City of Boynton Beach, City Hall, Room 115, 100 E. Ocean Avenue, Boynton Beach, Florida 33435. Attendance is **mandatory** and proof of attendance will be indicated by the bidder's signature or their appointee on the attendance sheet provided at the Pre-Bid Meeting. Attendees shall visit the site(s) **immediately** following this meeting. The Utilities Department will provide an escort to the site. The **Site Inspection Visit Form** as provided herein **(page 48)** must be signed by a representative from the Utilities Department and submitted with the Bid for the submittal to be considered "complete and acceptable".

LOCATION OF SITE VISITS:

1. City Hall Generator – 100 E. Ocean Avenue, Boynton Beach, FL 33435
2. Fire Station #1 – 200 NE 1st Street, Boynton Beach, FL 33435
3. District Energy Services (DES) – 211 NE 1st St., Boynton Beach, FL 33435
4. Public Works – 222 NE 9th Avenue, Boynton Beach, FL 33435
5. Pumping Station #309 – 199 NW 19th Ave., Boynton Beach, FL 33435
6. Police Department – 2100 High Ridge Road, Boynton Beach, FL 33426

7. Fire Station #5 – 2080 High Ridge Road, Boynton Beach, FL 33435
8. 3 MG Tank Miner – 3600 Miner Rd., Boynton Beach, FL 33436
9. Pumping Station #706 – 1829 Renaissance Commons Blvd., Boynton Beach, FL 33426
10. Pumping Station #317 – 1527 Boynton Beach Blvd., Boynton Beach, FL 33436
11. West Water Treatment Plant (WWTP) – 5469 W. Boynton Beach Blvd., Boynton Beach, FL 33435
12. 1 MG Tank Woolbright – 2611 W. Woolbright Rd., Boynton Beach, FL 33435
13. Little League Park – 300 W. Woolbright Rd., Boynton Beach, FL 33435
14. East Water Treatment Plant (EWTP) – 1620 S. Seacrest Blvd., Boynton Beach, FL 33435
15. Fire Station #4 – 1919 S Federal Hwy, Boynton Beach, FL 33425

At the time of the bid opening, each Vendor shall be presumed to have inspected the sites and to have read to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Vendor to examine any form, instrument or document shall in no way relieve any Vendor from any obligation in respect to this bid.

REQUIRED QUALIFICATIONS:

At the time of bid submittal, the Vendor must possess and provide written evidence (copies of current licenses, certifications, and insurances) that show that the firm (Vendor) or principal of the firm is licensed to contract the scope of work in the State of Florida. In addition, the vendor must possess and provide written evidence (copies of current certifications, permits, and business tax receipt to do business in Boynton Beach, FL) required for the scope of work.

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the Vendor if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Vendor or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the Vendor. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until ~~the City provides a notice of decision or~~ **thirty (30) calendar days** after the opening of the Proposals/Bids unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or Responses.

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

CITY OF BOYNTON BEACH

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

INSTRUCTIONS TO BIDDERS

1. The City of Boynton Beach utilizes an electronic online bidding system service for notification and distribution of its solicitation documents, please visit Boynton-beach.bidsandtenders.net.

2. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the City's e-procurement Bidding System. Hardcopy submissions are not permitted.

3. Electronic Request for Qualification/Request for Proposal/Invitation to Bid Proposals for this solicitation shall be received by the City's e-procurement bidding system no later than: **SEPTEMBER 12, 2024 No Later Than 2:30 PM (Local Time).**

4. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Vendor to have their Request for Qualification/Request for Proposal/Invitation to Bid submittal submitted online.

5. Vendors shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

6. It is the responsibility of the Vendor to have received all Addenda that are issued. Vendors should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the Bid closing time and date in the event additional addenda are issued.

7. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the solicitation documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

8. Vendors are cautioned that the timing of their Submittal Submission is based on when the Submittal is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

9. For the above reasons, it is recommended that the Vendor allow sufficient time to complete their bid/proposal submission and to resolve any issues that may arise.

10. Vendors should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date if they encounter any problems. The Bidding System will send a confirmation email to the Vendor advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

11. To ensure receipt of the latest information and updates via email regarding this Request for Qualification/Request for Proposal/Invitation to Bid, or if a Vendor has obtained this Solicitation from a third party, the responsibility is on the Vendor to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

12. All expenses for making SUBMITTAL responses to the City are to be borne by the Vendor.

13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Request for Qualification/Request for Proposal/Invitation to Bid for review. Any exceptions taken to the terms and conditions of the City's agreement shall be considered a part of Vendor's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions to the agreement does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a vendor's submittal. The City reserves the right to modify the contract language prior to execution following the selection of the top firm(s).

14. Each Vendor, by submission of a proposal response, acknowledges that in the event of any legal action challenging the award of a Request for Qualification/Request for Proposal/Invitation to Bid; damages, if any, shall be limited to the actual cost of the preparation of the Bid or Proposal.

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DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

SCOPE OF WORK AND SPECIFICATIONS

PURPOSE AND INTENT: The purpose and intent of this Invitation to Bid are to secure firm pricing and establish a term contract for maintenance and repairs to emergency diesel/propane power generators, both portable and stationary, and bypass pumps located throughout the City of Boynton Beach. This includes both scheduled maintenance described below and as-needed repairs that may be requested by the City.

SERVICE REQUIREMENTS:

Appendix A & B contains an inventory of generators and bypass pumps, including their general quantities, size, type, and age. During the duration of the bid term, there may be additions or deletions to the list of equipment.

Any system, material, or workmanship that is found to be defective during an inspection or test shall be reported to the designated City employee before being repaired by the technician.

Testing shall be in accordance with NFPA 110, “Standards for Emergency and Standby Power”, current edition.

Successful vendor is to follow manufacturer-recommended best maintenance/inspection practices, State and local regulations pertaining to emergency generators; as well as the new Federal Regulations (40 CFR Part 63, Subpart ZZZZ) for emergency generators greater than 100 HP (75 KW).

PERSONNEL REQUIREMENTS:

The service technician(s) must report their arrival and departure from the job site to the appropriate City contact.

Response time is considered to be the time from the placement of the service call to the vendor to the time that the service technician(s) arrives at the job site. The awarded vendor must supply emergency contact names and numbers and response time for emergencies must be within one (1) hour of notification. Emergency response time must be guaranteed by the vendor or the bid will be disqualified.

During declaration of emergencies, i.e., storms or hurricanes, the vendor will supply a service technician to maintain equipment. The City will reserve the right of refusal of service. If a service technician is needed during the emergency, the technician will work 24/7 with City staff to maintain the equipment. The City will provide shelter and food equal to regular staff provisions with the Utilities Department.

TRAVEL:

Travel time and mileage will be incurred by the vendor as part of their hourly rates and will not be charged separately to the City.

TASK 1:

Quarterly* or every 500 hours (whichever comes first); maintenance/inspection is to occur on a scheduled basis determined by a mutually agreed upon time between the vendor and the appropriate City Department contact person. This service is to occur during normal working hours and will include but not be limited to the following:

- Generator ID
- Inspection Date
- Check Engine Oil Level, Battery Fluid Level, and Coolant Level
- Clean Battery Connections and Battery Charger Output
- Check Drive Belts Tension/Condition
- Check Fuel Line Condition, Leak Detection, and Fittings
- Check Hoses/Clamps
- Check Radiator for Leaks and Corrosion
- Check Starter and Connections
- Check Day Tank Operation
- Check Transfer Switch Status
- List Frequency Level, Output Voltage, and Hour Meter
- Test Run the Generator/Bypass Pump and note the Battery Voltage, Oil Pressure, Water Temperature, Output Voltage, Frequency, and Hour Meter

**Quarterly means one (1) quarter or three months*

TASK 2:

Annual or every 500 hours (whichever comes first) maintenance/inspection is to occur according to manufacturer's specifications. This service is to occur during normal working hours (except in case of emergency) and will include but not be limited to the following:

- Replacement of Oil and Oil Filter (every 500 hours or annually, whichever comes first) with approved parts. Waste Oil and filters are to be properly disposed of by the vendor.
- Replacement of Fuel, Air, and Water Filters (every 1000 hours or annually, whichever comes first) with approved parts. Filters are to be properly disposed of by the vendor.
- Fuel to be analyzed for quality and separated if necessary.
- Load Bank Testing for portable **and mobile** generators ~~only~~, and the Load Bank Test duration will be as recommended by manufacturer or two (2) continuous hours.
- Recordkeeping for PBC Department of Health; for hours of operation, services mentioned above and other emission related services including maintenance per manufacturer's requirements for crankcase systems (closed ventilation or open filtration) for covered engines over 300 HP.

Add non-resettable meter on applicable generators to record the hours of operation.

All lubricants, materials, and parts used must be genuine as manufactured and as specified by the manufacturer of the generator and bypass pump being serviced.

All reasonably stocked lubricants, materials, and parts necessary to keep the generators and bypass pumps operational must be stocked locally and/or available within twenty-four (24) hours from the service request.

TASK 3

As needed repairs and maintenance as requested by City by Task Order or Purchase Order.

REPORTING:

Reports for each generator and bypass pump serviced for maintenance, inspection, and/or repair must be submitted with the invoice. The report must comply with NESHAP (National Emissions Standards for Hazardous Air Pollutants) General Provisions, 40 CFR Part 63, Subpart A, and include at the minimum the following:

- Generator and/or Bypass Pump ID/Location
- Initial notification, notification of performance test, and notification of compliance.
- Date of the Maintenance/Inspection
- Deviations and malfunctions
- All information detailed in the required maintenance/inspection.
- Additional maintenance/repairs that may be required to ensure the proper working order of the generator or bypass pump.
- Name of service technician(s) with service call hours (labor hours) listed.

Report must include annual fuel consumption and heating values (information to be provided by the City of Boynton Beach.

All lubricants, materials, and parts used for maintenance/inspection are to include the invoice detailing the actual cost with the cost plus noted.

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DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

STANDARD TERMS AND GENERAL CONDITIONS FOR BIDDERS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor" as used below may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultantst.

1. FAMILIARITY WITH LAWS: The Vendor is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Vendor will in no way relieve Vendor of responsibility to adhere to such regulations.

2. RFP/RFQ/BID FORMS: The Vendor will submit RFP/RFQ/BID on the RFP/RFQ/BID forms provided. The Vendor must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Vendor is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All RFP/RFQ/BID forms must be executed and submitted for easy identification. Bids/Proposals not submitted on Bid or Proposal forms herein may be rejected. All RFPs/RFQs/BIDs are subject to the conditions specified within this solicitation document. Submittals which do not comply with these conditions are subject to rejection.

3. EXECUTION OF RFP/RFQ/BID: RFP/RFQ/BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.

5. SOLICITATION DEADLINE: It is the Vendor's responsibility to ensure that the Bid/Proposal is submitted electronically by or at the proper time and date prior to the solicitation deadline. Late Submittal Responses are not permitted by the e-Procurement bidding system.

6. RIGHT TO REJECT BID: The City reserves the right to reject any or all bids or proposals, waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible Vendor(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a Vendor's proposed service; ability to supply and provide service; delivery to required schedules, and past performances in other contracts with the City or other government entities.

7. AGREEMENT EXTENSION: The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by mutual agreement and by filing a written notice signed by the vendor to the City's Purchasing Department without further City Commission action. The extension shall provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

8. RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible Vendor meeting all aspects of the specifications and consider it if it is determined that total cost is lower and the overall function is improved or not impaired;
B. Waive any defect, irregularity, or informality in any RFP, RFQ, or BID procedure;
C. Reject or cancel any or all RFP, RFQ, or BID;
D. Reissue a Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (BID);
E. Extend the RFP, RFQ, BID deadline time and date;
F. Procure any item by other means;
G. Increase or decrease the quantity specified in the Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation to Bid (BID);
H. Consider and accept an alternate RFQ/RFP/BID as provided herein when most advantageous to the City.

9. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Vendor has:

    A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
    B. A satisfactory record of performance;
    C. A satisfactory record of integrity;
    D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
    E. Supplied all necessary information in connection with the inquiry concerning responsibility.

10. DISQUALIFICATION OF PROPOSER: More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Vendors. Automatic disqualifiers are as follows:

    A. Not including an executed Vendor signature.
    B. Not being licensed to perform the required work or to provide the required product.
    C. Not being eligible to submit a proposal due to violations listed under Item No.29, “Public Entity Crimes.”
    D. Not completing the BID, RFQ, or RFP Submittal Forms as required.

11. DIRECT OWNER PURCHASES: Procedure used by the City to make direct purchases of any materials/equipment and make direct payment to the Vendor. The CITY reserves the right to issue purchase orders for materials to either the Contractor’s/Consultant’s/Vendor’s or the CITY’s suppliers for construction/public works-related materials when deemed in the best interest of the City.

12. INFORMATION AND DESCRIPTIVE LITERATURE: Vendors must furnish all information requested in the spaces provided on the bid/proposal form. Further, as may be specified elsewhere, each Vendor must submit for bid evaluation cuts, sketches, and descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous bid/proposal or on file with the buyer will not satisfy this provision.

13. SIGNING OF CONTRACT: The Award Letter will be presented to the Successful Vendor. Within ten (10) calendar days after issuance of the award letter, the successful Vendor shall sign and deliver the Contract with the required bonds and insurance certificates to the City. After receipt and approval of such documents, the Contract will be executed. Within thirty (30) calendar days thereafter, the City shall deliver a fully signed and executed Contract to the successful Vendor. At times a purchase order will be issued in lieu of a contract agreement. The General Terms and Conditions of the City’s purchase order shall apply and prevail over any conflicting terms or conditions.

14. INTERPRETATIONS: To ensure fair consideration for all Vendors, the City prohibits communication to or with any department, officer, or employee during the solicitation process except as otherwise specified. If the Vendor should be in doubt as to the meaning of any of the RFP, RFQ, or BID

documents, or is of the opinion that the plans and/or specifications contain errors, contradictions, or reflect omissions; the Vendor shall direct questions to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this Bid, no later than the ten (10) days prior to the RFP, RFQ, or BID deadline.

15. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

16. SUBCONTRACTING: If a Vendor subcontracts any portion of a Contract for any reason, the Vendor must state the name and address of the sub-contractor/sub-consultant and the name of the person to be contacted on the online form within the e-bidding system under "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids/proposals wherein a sub-contractor/sub-consultant is named and to make the award to the Vendor, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a Bid/Proposal of any Vendor if the RFP, RFQ, or BID names a sub-contractor/sub-consultant who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of any sub-contractor/sub-consultant in order to make determination as to the foregoing. The sub-contractor/sub-consultant will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (BID). Vendors are encouraged to seek minority and women business enterprises for participation in sub-contractor/sub-consultant contracting opportunities. The City reserves all rights in order to make a determination as to the foregoing.

17. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Vendor's through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Vendor to have received ALL addenda that are issued Vendors should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid/proposal and up until the bid/proposal closing time and date in the event, additional addenda are issued. If a Vendor submits their bid/proposal prior to the Bid/proposal closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the Vendor's submission, and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Vendor can view this status change in the "MY BIDS" section of the Bidding System.

    The Vendor is solely responsible to:

    - make any required adjustments to their Bid/Proposal; and
    - acknowledge the addenda; and
    - Ensure the re-submitted Bid/Proposal is RECEIVED by the Bidding System no later than the stated Bid/Proposal closing time and date.

18. ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid/proposal products or services at the prices bid/proposal in this solicitation. If additional quantities are not acceptable, the bid sheets must be noted: **"BID/PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

19. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested, or destroyed, upon request, will be returned at the Vendor's expense. Request for the return of samples may be made within ten (10) days following the RFP, RFQ, or BID deadline. Each individual sample must be labeled with the Vendor's name, manufacturer's brand name and number, and item reference.

20. DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of the Vendor. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid/proposal product or service application, will form the Bid/Proposal Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate

and independent awards based on its needs and the combined evaluation results.

21. ESCALATOR CLAUSE: Any bid or proposal which is submitted subject to an escalator clause will be rejected.

22. EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the Vendor's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of the Vendor's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents. Any exceptions not noted in Vendor's proposal shall be deemed waived.

23. ALTERNATES: Where a base bid/proposal is provided for, the Vendor shall submit a bid/proposal on the base bid/proposal and may exercise their own prerogative in submitting a bid/proposal on alternate items. The Owner reserves the right to accept or reject the alternates or base bid/proposal or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

24. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the Vendor being found in default in which event any and all procurement costs may be charged against the defaulted Vendor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

25. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

26. ANTITRUST CAUSE OF ACTION: In submitting a bid/proposal to the City of Boynton Beach, the Vendor offers and agrees that if the bid/proposal is accepted, the Vendor will convey, sell, assign, or transfer to the City of Boynton Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Vendor.

27. GOVERNMENTAL RESTRICTIONS: In the event, any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid/proposal prior to their delivery, it shall be the responsibility of the successful Vendor to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

28. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Vendor will in no way be a cause for relief from responsibility.

29. ON PUBLIC ENTITY CRIMES – All Request for Proposals, Request for Qualifications, Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

    "A person or affiliate who has been placed on the convicted vendor list following a conviction for public

entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, 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 for a period of 36 months from the date of being placed on the convicted vendor list".

30. SCRUTINIZED COMPANIES LISTS Florida Statutes Section 287.135: By submission of this RFP, RFQ, or BID, the Vendor certifies that the Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Vendor of the City's determination concerning the false certification. Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

31. NON-COLLUSION AFFIDAVIT: The vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in an unfair advantage for one or more vendors over other vendors. A conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or another act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/ or debarment or suspension from doing business with the City.

    Each Vendor shall complete the Non-Collusion Affidavit Form and shall submit the form with their Bid/Proposal. The City considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Bid/Proposal.

32. TRADE SECRET: Any language contained in the Vendor's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Vendor submits any documents or other information to the City which the Vendor claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Vendor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Vendor must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Vendor's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Vendor agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

    EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

33. ANTI-KICKBACK AFFIDAVIT: Each Vendor shall complete the Anti-Kickback Affidavit Form and shall submit this form with their bid/proposal. The City considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Bid/Proposal.

34. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to

increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Vendor shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.

35. ADVERTISING: In submitting an RFP, RFQ, or BID, the Vendor agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

36. ASSIGNMENT: Any Purchase Order issued pursuant to this Request for Proposals, Request for Qualifications, or Invitation to Bid and the funds which may become due hereunder are not assignable except with the prior written approval of the City.

37. INDEMNIFICATION: The selected Vendor(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected Vendor(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Vendor's operation pursuant to this Contract, and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, including through the conclusion of any appeals, and from and against any orders or judgments which may be entered therein. The extent of Vendor's indemnification shall be limited to one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. The City shall notify the Vendor within ten (10) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the Vendor hereunder, for which the City may be entitled to a claim or indemnity against the Vendor, under the provisions of this Contract. Vendor shall have the right to control the defense of any such claim suit or actions. The Vendor shall also be liable to the City for all costs, expenses, attorneys' fees, and damages that may be incurred or sustained by the City by reason of the Vendor's breach of any of the provision of the contract. Vendor shall not be responsible for negligent acts of the City or its employees.

38. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Vendor is awarded a contract as a result of this Request for Proposal or Invitation to Bid, Vendor will, if Vendor has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Request for Proposal or Invitation to Bid and resulting award.

39. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible Vendor whose bid represents the most advantageous bid to the City, price, and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any Vendor, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging Vendor. In no case will the award be made until all necessary investigations have been made into the responsibility of the Vendor and the City is satisfied that the most responsive, responsible Vendor is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

40. AS SPECIFIED: A Purchase Order will be issued to the successful Vendor with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

41. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The Vendor's invoice payment terms must be shown.

42. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and

equipment, shall be guaranteed by the Vendor to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor, and any necessary shipping. Warranty repairs may be accomplished on City property if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the Vendor will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

43. PRICES, TERMS, AND PAYMENT: Firm prices shall be quoted and include all packing, handling, shipping charges, and delivery to the destination shown herein. Vendor is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

    Upon delivery, the City shall make a final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due to the Vendor shall be withheld until a visual inspection is made by the City's Designee and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the Vendor shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the Vendor unless such loss or damages have been proven to be the result of negligence by the City.

44. TIME OF DELIVERY: The Vendor shall state in the bid/proposal the time of delivery of the equipment. Time is of importance to the City and the Vendor is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids/proposals.

    All equipment shall be completely assembled, adjusted, and clean. All standard equipment and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which is clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

45. CERTIFICATIONS, LICENSE, AND PERMITS: Unless otherwise directed by the City, the vendor should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor. If applicable, the vendor shall also maintain a current Local Business Tax Receipt (Occupational License) for County and all permits required to complete the agreement/contractual service at no additional cost to City. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the successful vendor to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City. It is the responsibility of the vendor to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the agreement/contract, inclusive of any renewals. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors. Failure to meet this requirement shall be considered a default of the agreement/contract.

46. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: The Vendor certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Vendor further certifies that if awarded as the successful Vendor, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Vendor certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

47. PALM BEACH COUNTY INSPECTOR GENERAL: The vendor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the Vendor and its subcontractors and lower-tier subcontractors. The Vendor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Vendor or its subcontractors or lower-tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

48. PUBLIC RECORDS: Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications or Invitation to Bid are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

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

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

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

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

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

49. E-VERIFY: Vendor is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    1) Definitions for this Section:

    "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a

public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

50. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor. Vendors are further notified that the City's governing body may not give preference to a Vendor based on the Vendor's social, political, or ideological interests.

51. VENUE AND GOVERNING LAW: Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

52. SOVEREIGN IMMUNITY: Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

53. LOCAL BUSINESS PREFERENCE
The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference. “For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business’ bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive

bidder. In revenue-generating contracts where award, if any, is to be made to the Vendor returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid/proposal".

In order to be considered for a local business preference, **a Vendor must include the Local Business Status Certification Form at the time of bid, or proposal submittal.** Failure to submit this form at the time of bid/proposal submittal will result in the Vendor being found ineligible for the local business preference for this solicitation.

Failure of the Vendor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

54. LEGAL EXPENSES: The City shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the submission of a Request for Proposals, Request for Qualifications, or Invitation to Bid, the interpretation or enforcement of the agreement/contract, or from any other matter generated by or relating to the agreement/contract.

55. NO THIRD-PARTY BENEFICIARIES: No provision of the agreement/contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity, not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Vendor.

56. SUCCESSORS AND ASSIGNS: The City and the Vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the Bid or proposal and any resulting Contract. Neither the City nor the Vendor shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

57. FUNDING OUT: The resultant 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 for 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.

58. INSURANCE REQUIREMENTS: Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this agreement/contract, insurance coverages, and limits (including endorsements), as required by the City. These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this agreement/contract. All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "The City of Boynton Beach". The Vendor shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of agreement/contract.

59. MISTAKES: Vendors are expected to examine the specifications, delivery schedule, bid or proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Vendor's risk.

60. FORCE MAJEURE: The agreement/contract which is awarded to the successful vendor may provide that the performance of any act by the City or Vendor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to vendor for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

61. PERFORMANCE DURING EMERGENCY: The vendor agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, City shall be given "first priority" for all goods and/or services under the agreement/contract. The vendor agrees to

provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. The vendor shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of agreement/contract and subject the vendor to sanctions from doing further business with the City.

62. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER: Should sales promotions occur during the term of the agreement/contract that lower the price of the procured item, the vendor shall extend to the City the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the vendor may offer a reduced price, which shall remain in effect for the duration of the agreement/contract. The vendor warrants that the price(s) shall not exceed the vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the vendor offers more favorable pricing to one of its customers, the vendor shall extend to the City the same pricing or the then-current market price, whichever is lower.

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

64. ENDORSEMENTS: No endorsements by the City of the goods and/or services will be used by the vendor in any way, manner or form.

65. SEAL, LOGO, and FLAGS: The vendor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of the CITY or agency officials without specific written pre-approval.

66. DRUG-FREE WORKPLACE: The Vendor shall implement and maintain a drug-free workplace program of at least the following items:

    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

    b. Inform employees about the dangers of drug abuse in the workplace, the Vendor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

    c. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item Number A above.

    d. In the statement specified in Item Number A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Vendor of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

    e. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.

    f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

67. PROTEST PROCEDURE: Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Manager, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the bid or $5,000, whichever is less. The bond will be refunded to a protester if the protest is upheld. The protest must identify the

solicitation, specify the basis for the protest, and be received by the Purchasing Department within the deadlines as follows:

A. If the protest relates to an Invitation to Bid, Request for Proposal or Request for Qualification, the protest shall be received prior to the bid submittal deadline date.

B. If the protest relates to any other matter relating to the RFP, RFQ, or BID, including, but not limited to, the Award of an Agreement/contract, the protest must be received no later than seven (7) regular business days after the date of notification of award by the Purchasing Staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

68. DEFAULT AND TERMINATION FOR CAUSE: The City may, by written notice of default to the vendor, terminate the agreement/contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of the vendor, the City may procure goods and/or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action.

69. TERMINATION FOR CONVENIENCE: Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the vendor, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire agreement/contract.

Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

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DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

SPECIAL CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Vendor to provide all labor, materials, tools, hardware, equipment, and supervision to provide maintenance and repair services for the City's Diesel / Propane Generators and Bypass Pumps for various locations within the City of Boynton Beach.

AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, past performance, etc., will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once the sealed bids are electronically opened by the City's e-Procurement Bidding System, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to three (3) additional one-year terms (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term".

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

EQUITABLE ADJUSTMENT: The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and Conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfies all the following criteria:

1) the volatility is due to causes wholly beyond the successful BIDDER's control;
2) the volatility affects the marketplace or industry, not just the particular successful BIDER's source of supply
3) the effect on pricing or availability of supply is substantial;
4) the volatility so affects the successful BIDDER that continued performance of the contract would result in substantial loss.

Prices quoted shall be firm for a two (2) year term period. No price increase shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

Price increase will be subject to the City's approval at one (1) year renewals. Any requested price adjustment shall be written, fully documented, and submitted to the City for consideration at least 60 calendar days prior to the bid term anniversary date. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any approved price adjustments shall become effective on the beginning date of the approved bid extension. Price adjustment for any one-year term will be subject to City's Commission approval.

The City of Boynton Beach reserves the right to approve a price increase within this award. In the event, after examination the City does not wish to accept the adjusted price increase and the matter cannot be resolved to the satisfaction of the City, the contract will be considered canceled on the contract/agreement expiration date.

If, at the point of exercising a price increase, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Boynton Beach, the City reserves the right to place the Awardee in default and cancel the contract/agreement.

MATERIAL PRICING AT COST PLUS: The price of the materials sold to the City of Boynton Beach as a result of this bid award shall be based on the bidder's cost of the actual items. Contractor's proposed percentage to be added to wholesale cost of materials only. Shipping costs to be added to wholesale cost plus percentage. Copies of invoices for materials to be provided with statements issued to the City for labor and materials.

The City of Boynton Beach reserves the right, before awarding the Contract to require a bidder to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder, including past performance (experience) with the City in making the award in the best interest of the City.

The City, by written notice, may terminate in whole or in part, any Contract resulting from the invitation to bid, when such action is in the best interest of the City. If the Contract(s) are so terminated, the City shall be liable for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us ; AP@bbfl.us

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;

- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final invoice.” The City will accept partial deliveries. The invoice shall contain the Bidder’s Federal Employer Identification Number.

The City’s terms of payment, unless otherwise stated in the Contract Documents are “Net 30 Days” after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Contractor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Contractor.

- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.

- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.

- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.

- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.

- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor’s Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay. Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.

d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

BIDDERS SUBMISSION REQUIREMENTS

Submittal of General Information and Procurement Forms and Documents. Procurement forms must be complete, signed, notarized, uploaded, and/or acknowledged when required and submitted. In addition, all other requests and supporting documentation are required to be included.

Bids or Proposals may be found non-responsive if the Vendor fails to provide the information requested in the Invitation to Bid/ Request for Qualifications/Request for Proposals; fails to utilize or complete the required forms; provide incomplete, indefinite, or ambiguous responses; fails to comply with applicable deadlines; provide improper or undated signatures; or provide information that is false, misleading, or exaggerated.

a) Online Acknowledgement

- ☐ Proposer Acknowledgement
- ☐ Addenda Acknowledgement
- ☐ Confirmation of Drug-Free Workplace
- ☐ Palm Beach Inspector General

b) Online Forms

- ☐ Letter of Interest
- ☐ Confirmation of Minority-Owned Business
- ☐ Local Business Certification
- ☐ Statement of Non-Submittal (if applicable)
- ☐ Schedule of Sub-Consultants
- ☐ References

c) Upload Online

- ☐ Bid Form
- ☐ Bid Bond Documents
- ☐ Bidder's Qualification Statement
- ☐ Anti-Kickback Affidavit
- ☐ Non-Collusion Affidavit
- ☐ Certification Pursuant to Florida Statute § 287.135
- ☐ Submit current Florida Professional License, including evidence of possession of required licenses or business permits
- ☐ E-Verify Form Pursuant to Florida Statute § 448.095
- ☐ Affidavit of Compliance with Foreign Entity Laws
- ☐ Affidavit of Compliance with Anti-Human Trafficking Laws
- ☐ Bidder's Site Inspection Confirmation
- ☐ W-9
- ☐ Submit any Supplemental information relative to this BID

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

COMPLETED AND

UPLOADED ONLINE

BID FORM

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS for **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE** under a continuing services contract. The VENDOR shall provide labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary and bypass pumps located throughout the City of Boynton Beach.

Submitted By: _____ Date: _____
(VENDOR)

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda.

      Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Email Address _____

Cell Phone Number _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

Submitted on this _____ day of _____, 20___.

a. (If an individual, partnership, or non-incorporated organization)

Signature of
VENDOR _____

By _____

b. (If a corporation)
(Affix Seal)

Signature of
VENDOR _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, and _____, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

(DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____, 20___, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

_____
Name of Firm

WITNESS:

_____

_____ _____
Signature of Authorized Officer (affixed seal)

_____
Title

_____
Business Address

_____
City and State

SURETY:

_____
Corporate Surety

WITNESS:

_____ _____
Attorney-in-Fact (affix seal)

_____
Business Address

_____
City and State

_____
Name of Local Insurance Agency

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the such Bid Bond on behalf of the Principal, was then _____ of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

_____
Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ___physical presence or ___online notarization _____ to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the _____ and that they have been authorized by _____ to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-041

Vendor: _____

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

Bond Amount: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

_____ _____

Date Agent and Attorney-in-Fact

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BIDDER'S QUALIFICATION STATEMENT

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

	Check One	
Submitted By:	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
City, State, Zip: _____	Other	☐
Telephone No.: _____		
Email Address.: _____		

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: _____

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b. Name, address, and ownership units of all partners:

_____
_____
_____

c. State whether general or limited partnership: _____

4. What is the last project of this nature that you have completed?

_____
_____
_____

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

_____
_____
_____

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

7. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____
_____
_____

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

_____
_____
_____

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

_____

11. Will you sublet any part of this WORK? If so, give details.

_____
_____

12. State the name and address of the Attorney, if any, for the business.

_____

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

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14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

16. What will be your turnaround time for written responses to the City's inquires?

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES ☐ NO ☐

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

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Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

_____

_____

25. Provide a description of quality assurance/quality control management methods.

_____

_____

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed)_____

(Title)_____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This _____ day of _____, 202__.

_____

Notary Public (Signature)

My Commission Expires: _____

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ANTI-KICKBACK AFFIDAVIT

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this _____ day of _____ , 2024

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____, the Vendor that
(Title) (Name of Corporation or Integrator)
has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Vendor, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not

eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	**RELATIONSHIP**
_____	_____
_____	_____

Witnesses:

_____
Typed name:

_____
Typed name:

VENDOR:

Signed: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

(Signed)_____

(Title)_____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I

understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____

COMPANY NAME SIGNATURE

_____ _____

PRINT NAME TITLE

_____

DATE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This _____day of _____, 202_

_____
Notary Public (Signature)

_____
My Commission Expires:

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

Solicitation No.: **UTL24-041**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number, if any

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES

RE-BID No.: UTL24-041

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BIDDER'S SITE INSPECTION CONFIRMATION
TO BE COMPLETED AND UPLOADED ONLINE

Check One:

☐ NON-MANDATORY ☒ **MANDATORY**

BID TITLE: **DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICES**

BID NO.: **UTL24-041**

_____ as an authorized representative of:
(Name and Title of Representative)

_____ (hereinafter called the Vendor) located at (Name of Company)

_____ and that said Company Address

Vendor has visited the site of the work and has carefully examined the scope of work as applicable for said project and checked them in detail before submitting his bid or proposal.

_____
DATE OF INSPECTION

_____
COMPANY REPRESENTATIVE SIGNATURE

_____
TITLE

_____
OWNER'S REPRESENTATIVE (City) **DATE**

SIGNATURES FOR MANDATORY SITE INSPECTION

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE

BID No.: UTL24-041

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

TO BE ENTERED INTO BIDDING SITE ONLINE

The undersigned declares that they have carefully examined the specifications, and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "**DIESEL/PROPANE GENERATOR AND BYPASS PUMP MAINTENANCE AND REPAIR SERVICE**".

Standard Labor Rate For maintenance/inspection or repairs during normal business hours of Monday through Friday between the hours of 8:00 A.M. – 5:00 P.M.	$ _____ per hour
Emergency Labor Rate For emergency service/repairs during non-business hours as referenced above and holidays.	$ _____ per hour
Premium Labor Rate For service/repairs during a declared emergency in accordance with the City's Ordinance.	$ _____ per hour
Material Pricing Cost Plus (wholesale cost plus percentage) for lubricants, materials, or parts used.	_____ % Cost Plus

	FIXED COST PER GENERATOR		
	<75 KW (Less Than)	**75 - 260 KW**	**>260 KW (Greater Than)**
Quarterly or Every 500 Hours Equipment Inspection Recordkeeping for PBC Department of Health (**Reference: Task 1)**	$ _____	$ _____	$ _____
Annual or Every 500/1000 Hours Equipment Inspection, Fuel and Oil Analysis and Testing Recordkeeping for PBC Department of Health (**Reference: Task 2)**	$ _____	$ _____	$ _____
Installation of Non-Resettable Meter if required	$ _____	$ _____	$ _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DRAFT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND [entity name]

SUBJECT TO REVISIONS PRIOR TO SIGNING

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and _____ a [type of entity: corporation/partnership/sole proprietor] authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as the "VENDOR," each a "Party" and collectively the "Parties." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the CITY to provide the services, work, and all labor, parts, and materials related as described in **Bid No. UTL24-041 Diesel/Propane Generator and Bypass Pump Maintenance and Repair Service**.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the **Diesel/Propane Generator and Bypass Pump Maintenance and Repair Service** on an as-needed basis by way of individual Purchase Orders or Task Orders. If work is ordered by Task Order, the Parties shall complete a Task Order in substantially the form attached hereto as Exhibit A, which shall describe the specific scope of work, identify the location, compensation, any applicable special terms or conditions, and the project schedule and shall be signed by the CITY and VENDOR. Time shall be of the essence for each Task Order. The terms and conditions of Bid No. UTL24-041 and VENDOR's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. UTL24-041, and VENDOR's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. UTL24-041; and 3. VENDOR's bid.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed and issuance of a Task Order or Purchase Order. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM.** The initial Agreement period shall be for an initial term of **two (2) years**, commencing on _____ and shall remain in effect through _____ unless otherwise terminated in accordance with this Agreement ("Initial Term"). Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to **three (3) additional one-year terms** (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term".

   The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filling a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

   Any requested price increase will be subject to the City's approval at one (1) year renewals. No price changes shall be authorized during the Initial Term. Any requested price adjustment shall be fully documented and submitted to the City for consideration at least 60 calendar days prior to the respective term anniversary date. Price adjustment/increase for any one-year term will be subject to City's Commission approval. The price increase percentage change shall not exceed the previous 1-year's

percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any approved price adjustments shall become effective on the beginning date of the approved bid extension.

5. **MAXIMUM AMOUNTS AND PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices attached to this Agreement as Exhibit B, in accordance with the following:

5.1 Maximum Amounts. For all work performed under this Agreement, CITY will pay VENDOR a maximum amount not to exceed $_____ per year based on the rates in VENDOR's bid. The annual not to exceed amount for each user department is set forth below. Additional departments may be added from time to time by written amendment to this Agreement.

City Department	Annual Not To Exceed Amount

5.2 Payment.

A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee as approved by the City Commission as required.

B. The VENDOR may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

C. Final payment of any balance due to the VENDOR of the total contract price earned will be made promptly upon CITY's ascertainment, verification, and acceptance that the Work is completed in accordance with this Agreement.

D. Payment as provided in this section by the CITY shall be full compensation for Work performed, including services rendered and 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 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors.

7. **COMPLIANCE WITH LAWS**. VENDOR shall, in performing the Work contemplated by this Agreement, faithfully observe and comply with all federal, State of Florida, and City of Boynton Beach ordinances and regulations that are applicable to the Work rendered under this Agreement.

8. **INDEMNIFICATION**.

A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or

proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**.

A. During the performance of the Work under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain, for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY, depending on the type of job and exposures contemplated.

Coverage must follow the Risk Management Insurance Advisory Form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

10. **INDEPENDENT CONTRACTOR**. The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The VENDOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, disability, marital status, political affiliation, pregnancy, gender identity and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials or supplies, or in the performance of any Work pursuant to this Agreement.

13. **ASSIGNMENT**. The VENDOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION**.

    A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience upon fourteen (14) business days of written notice by the CITY to the VENDOR, in which event the VENDOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the

VENDOR abandons this Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, VENDOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

C. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

D. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

E. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

16. **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 exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:
Address:
Phone:
Email:

18. **PUBLIC RECORDS**. 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 Work;

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.

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

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

19. **UNCONTROLLABLE FORCES**.

A. Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

B. Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

i. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

ii. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. “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.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

23. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and VENDOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by VENDOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.

E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive and the CITY reserves the right to award other contracts for work falling within the scope of this Agreement. No Purchase Order(s), Task Order(s), or minimum amount of work or compensation is guaranteed under this Agreement.

24. **DEFAULT OF CONTRACT & REMEDIES**.

A. Correction of Work. If, in the judgment of CITY, Work provided by VENDOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR :

i. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

ii. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

iii. The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR 's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes

such cure to completion.

iv. The assignment and/or transfer of this Agreement or execution or attachment thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

v. The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR 's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of VENDOR 's assets, or for VENDOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

i. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

ii. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

iii. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

25. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

26. **TRUTH-IN-NEGOTIATION CERTIFICATE**.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the VENDOR’s most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this “Certificate” within one (1) year following payment.

27. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual’s personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of

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

28. **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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

_____
Daniel Dugger, City Manager

Date: _____

COMPANY

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

Date: _____

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

Approved as to Form:

_____
Shawna G. Lamb,
Office of the City Attorney

_____
Maylee De Jesus, City Clerk

EXHIBIT A
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
_____ *Services Task Order*
Task Order No. _____

Contractor: _____ ("Contractor")

1. **Task/Project**. _____(*Insert title and brief description)* _____

2. **Detailed Scope of Services**.
A detailed scope of services under this Task Order, in accordance with the Agreement, is attached as **Exhibit ____.**

3. **Deliverables and Schedule**.
Contractor shall complete the services or deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

4. **Compensation**.
The total Fee to be paid to Contractor under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____.**
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the _____ Services Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____, Contract No. _____.

6. **Insurance**.
Contractor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**.

Contractor shall commence Services under this Task Order upon receipt of a fully executed Task Order and PO from the City.

CONTRACTOR:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
SCHEDULE OF PRICES

(TO BE INSERTED AFTER BID AWARD)

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM Revised 04/2021

ATTACHMENTS

ATTACHMENT "A"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period	☐ Interim ☐ Final
Project Title	If evaluating under a work order contract, specify type		

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					
10.	Total Rating Score (Total row 9.)					
11.	Average Rating Score (Divide line 10 by the number 8.)					

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

12. Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13. Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14. Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15. Contractor strengths:	
16. Contractor weaknesses:	
17. Specific problems incurred:	
18. How may these have been prevented?	
19. Additional comments/recommendations:	
20. Comments on sub-contractor utilization:	
21. **Currently recommend firm for future contracts/work orders of this type? If "No" or "Possibly", an explanation must be provided in Line 22 below.**	☐ **Yes** ☐ **No**

Project Manager (sign)	Date	Section Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT MANAGEMENT/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

DATE: **August 27, 2024**
BID NO: **UTL24-041**
BID TITLE: **Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services**

Closing Date Remains Unchanged: Thursday, September 12, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

REVISIONS to BID DOCUMENT:

Please see the Revised BID uploaded under Documents.

- Notice to Contractors
  - Location of Site Visits, pages 3 – 4
  - Public Records Disclosure, page 5

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 2 - CLARIFICATIONS

DATE: **September 6, 2024**
BID NO: **UTL24-041**
BID TITLE: **Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services**

Closing Date Remains Unchanged: Thursday, September 12, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in ~~strike-through~~ type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:

Are you requiring the air filters included in major pricing? This is usually a quoted item.

Answer 1:

No

Question 2:

Is Oem Parts required or can we use equivalent parts.

Answer 2:

OEM parts are preferred, but equivalent parts are accepted when OEM parts are unavailable.

Question 3:

How long is the quarterly “test run” for?

Answer 3:

30 minutes

Question 4:

How will parts and filters be approved or is there a list of approved brands?

Answer 4:

Parts and filters will be submitted via email to the Utilities Department for approval.

Question 5:

How are the pumps to be priced for quarterly/annuals (no KW or HP rating indicated for the pumps)?

Answer 5:

Horsepower (HP) and Quarterly.

Question 6:

Are any of the generator's medium voltage (greater than 480V)? If so, which ones?

Answer 6:

No

Question 7:

When portable generators and pumps are due for their quarterly and annual maintenance, will they be at the location(s) listed on the inventory list for performance of the scheduled maintenance? If not when and how are their location(s) communicated for performance of the maintenance?

Answer 7:

Bypass pumps or portable generators could be at a different location on the service date. We can't promise portable generators or bypass pumps are always going to be at the listed location at all times. Each department will work with the awarded vendor to determine the best form of communicating the change of locations.

Question 8:

On the pricing page (pg 49) there is a line for pricing of the installation of the Non-resettable meter, would the meter be provided by the City or invoiced separately?

Answer 8:

The City will not provide any tools or equipment. The firm should provide all the tools and equipment that are required.

Question 9:

Just to confirm, the "fixed" cost per generator provided would be essentially for the labor portion of the maintenance only and would not include the cost of the parts utilized (filters, oil, etc)? So that any parts used would be detailed and invoiced at the cost plus rate? Is this correct?

Answer 9:

Yes, to all

Question 10:

Are there any trailer units with Tier 4 emission requirements? If so, please indicate which ones?

Answer 10:

No

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 3

DATE: **September 10, 2024**
BID NO: **UTL24-041**
BID TITLE: **Diesel/Propane Generator and Bypass Pump Maintenance and Repair Services**

Closing Date Remains Unchanged: Thursday, September 12, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in ~~strike-through~~ type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:

The question was asked during the Pre-Bid Meeting, but not addressed on the addendum. It was mentioned in the meeting that the bid lists load banking for mobile units only, but the department heads wanted other units load banked. Please confirm which units need to be load banked.

Answer 1:

All portable and mobile generators need to be load banked at least once a year.

REVISIONS to BID DOCUMENT:

Please see the Revised Bid uploaded under Documents.

- Scope of Work and Specifications – Task 2, page 9

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-260- Approve the purchase of AWC A-782 Polyphosphate Corrosion-Inhibitor for Water Treatment Plants in the amount of $107,136 from American Water Chemicals, Inc. as the sole source supplier.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-260.

Explanation of Request:

The Florida Department of Environmental Protection requires the use of Polyphosphate Corrosion-Inhibitor to control corrosion in water distribution system and minimize Lead & Copper in the water. This chemical has been proven in many studies to produce favorable laboratory results by stopping metals from leaching into the water while it is conveyed to customer's homes from the Drinking Water Plants.

The City of Boynton Beach Utilities Department uses AWC A-782 Polyphosphate Corrosion-Inhibitor for the Water Treatment Plants and American Water Chemicals, Inc. is the sole source provider for Polyphosphate Corrosion Inhibitor AWC A-782.

How will this affect city programs or services?

American Water Chemicals, Inc. Polyphosphate Corrosion Inhibitor assists the City in maintaining excellent water quality that complies with all regulatory requirements.

Fiscal Impact:

The fiscal impact to the Utilities is for the amount of $107,136 which is budgeted in Process Chemicals operating account.

Attachments:
R24-260 Agenda_Item_2240-2023_Resolution_for_AWC_A-782_Polyphosphate_Chemical_Purchase.docx
Exhibit A to Resolution - 22032651_Boynton_A782_24-25.pdf
SoleSource_BoyntonBeach_A782_24-25.pdf
AWC_Sole_Source_P04_PK.pdf

RESOLUTION NO. R24-260

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE AWC A-782 POLYPHOSPHATE CORROSION-INHIBITOR FOR WATER TREATMENT PLANTS IN THE AMOUNT OF $107,136 FROM AMERICAN WATER CHEMICALS, INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Environmental Protection requires the use of Polyphosphate Corrosion-Inhibitor to control corrosion in the water distribution system and minimize Lead & Copper in the water. This chemical has been proven in many studies to produce favorable laboratory results by stopping metals from leaching into the water while it is conveyed to customers' homes from the Drinking Water Plants; and

WHEREAS, the City of Boynton Beach Utilities Department uses AWC A-782 Polyphosphate Corrosion-Inhibitor for the Water Treatment Plants and American Water Chemicals, Inc., is the sole source provider for Polyphosphate Corrosion Inhibitor AWC A-782; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the purchase AWC A-782 Polyphosphate Corrosion-Inhibitor for Water Treatment Plants in the amount of $107,136 from American Water Chemicals, Inc.

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 AWC A-782 Polyphosphate Corrosion-Inhibitor for Water Treatment Plants in the amount of $107,136 from American Water Chemicals, Inc., as further detailed in "Exhibit A" attached hereto.

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

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMERICAN WATER CHEMICALS
1802 CORPORATE CENTER LANE
PLANT CITY FL 33563
USA

SALES QUOTATION

Copy

Quotation No.: 22032651
Quotation Date: 09/23/24
Valid Until: 10/31/25
Customer No.: C00172
Customer Ref. No.:
Page No.: Page 1 of 1

BILL TO	SHIP TO	VALID UNTIL
CITY OF BOYNTON BEACH PO BOX 310 BOYNTON BEACH FL 33435 USA	**WEST WTP** 5469 WEST BOYNTON BEACH BLVD BOYNTON BEACH FL 33437 USA	10/31/25

Sales Employee: Tim Rees
Contact Name: FORD BABCOCK - WEST
Terms: Net30
Ship Via:
Freight Terms: PREPAID

Item No.	Description	# of Pkgs		Quantity		Unit Price	Total
A782.600LB	AWC A-782, 600LB DRUM	124	DRUM(S)	74,400	LBS	$ 1.4400	$ 107,136.00

Subtotal	$ 107,136.00
Shipping	
Tax	
Total Order Value	**$ 107,136.00**

Remarks: QUOTE VALID FOR PERIOD 11/1/24 TO 10/31/25.

ESTIMATED LEAD-TIME TO SHIP IS 10 WORKDAYS AFTER RECEIPT OF ORDER

September 23, 2024

Mr. Ford Babcock
City of Boynton Beach
PO Box 310
Boynton Beach, FL 33435

RE: Sole Source Statement for AWC A-782

Mr. Babcock,

This letter is to confirm that the products listed below are solely manufactured by American Water Chemicals and are not available for distribution from any other source. There are no identical equivalents on the market.

- AWC A-782

Please feel free to contact us if you require any additional information regarding these products.

Tony de Almeida
Operations Manager

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Utilities
Division	Water Quality & Treatment
Point of Contact	Bryan Heller
Phone Number	561-742-6420
Vendor	
Company Name	American Water Chemicals, Inc.
Address	1802 Corporate Center Ln., Plant City, FL 33563
Phone Number	813-246-5448
Point of Contact and Title	John McMullen, Customer Service and Sales Support
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	N/A
Product or Service	
Product/Service Name	AWC A-782 Polyorthophosphate
Manufacturer	American Water Chemicals, Inc.
Make/Model #	N/A
Price	$107,136 for 124 drums
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	
Why is this price considered to be fair and reasonable? Comparison performed using the State of Florida Managed Services website to compare rates on what they have on file for Consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ☒ No

Section B – Justification

This is a sole source because (choose any that apply):

☒ Sole provider of a licensed or patented good or service

☐ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☐ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? **Please be specific:**

American Water Chemicals, Inc. product AWC A-782 Poly-orthophosphate is used to reduce corrosivity at both water treatment plants and is required for protection from Lead and Copper in household plumbing.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

Signature _____ Date 09/24/24

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☒ to be advertised for a period of 7 business days before award.

Signature _____ Date 10/4/24

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-261- Approve a piggyback agreement with BFAV, LLC, d/b/a All on Stage Productions, for the rental of sound, stage, and lighting services, in an amount not to exceed $150,000 per year, utilizing City of Delray Beach RFP 2024-021.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-261.

Explanation of Request: The City of Boynton Beach Event Division utilizes sound, stage, and lighting services to ensure the quality of event production. The agreement will allow access to City of Delray Beach contracted pricing to utilize sound, stage, and lighting services as needed for events. A larger-scale company is used for signature City events, including, but not limited to, Pirate Fest, July 4th, Holiday Parade, Tree Lighting, Taste of Boynton, and MLK Day.

How will this affect city programs or services? BFAV, LLC d/b/a All on Stage Productions provides quality sound, lighting, and staging services throughout South Florida. These services can be utilized in locations throughout the City where they are needed. The contract will also allow City staff to contract labor to oversee equipment and sound production directly from the company to ensure proper use on-site at events.

Fiscal Impact: Rental costs are reflected in approved Special Events budget.

Attachments:
R24-261 Agenda_Item_2245-2023_Resolution_for_BFAV_piggyback_agmt.docx
Exhibit A to Resolution - Piggyback All on Stage - Full with Sign.pdf

RESOLUTION NO. R24-261

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH BFAV, LLC D/B/A ALL ON STAGE PRODUCTIONS FOR THE PURCHASE OF SOUND, STAGE, AND LIGHTING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED $150,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 5, 2024, the City of Delray Beach, a political subdivision of the State of Florida, issued a "Request for Proposal" (RFP) to solicit responses for the purchase of Sound, Stage, and Lighting Services ("AV Services"); and

WHEREAS, the City of Delray Beach found BFAV, LLC, d/b/a All on Stage Productions ("Vendor"), to be a responsive, responsible bidder and awarded a three (3) year agreement, RFP 2024-021 (the "Delray Beach Agreement"), commencing August 5, 2024, with two (2) additional one-year renewal options; and

WHEREAS, the City desires to obtain AV Services on an as-needed basis; 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 acquire AV Services for events within the City, the City's Events Division is requesting the City enter into a Piggyback Agreement with the Vendor to obtain AV Services; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Delray Beach Agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Piggyback Agreement with BFAV, LLC d/b/a All on Stage Productions for the Purchase of Sound, Stage, and Lighting Services in an annual amount not to exceed $150,000.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Piggyback Agreement between BFAV, LLC d/b/a All on Stage Productions and the City for the Purchase of Sound, Stage, and Lighting Services in an annual amount not to exceed $150,000 (the “Piggyback Agreement”), in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. The fully executed Piggyback Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Gabrielle Favitta to forward to the Vendor.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BFAV LLC, D/B/A ALL ON STAGE PRODUCTIONS

This Piggyback Agreement is made as of this __ day of October, 2024, by and between BFAV, LLC, d/b/a All on Stage Productions, a Florida limited liability company, with a principal address of 500 NE 28th Ct., Pompano Beach, Florida 33064, 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 5, 2024, the City of Delray Beach, a political subdivision of the State of Florida, issued a "Request for Proposal" (RFP) to solicit responses for the purchase of Sound, Stage, and Lighting Services ("AV Services"); and

WHEREAS, the City of Delray Beach found BFAV, LLC, d/b/a All on Stage Productions ("Vendor"), to be a responsive, responsible bidder and awarded a three (3) year agreement, RFP 2024-021 (the "Master Agreement"), commencing August 5, 2024, with two (2) additional one-year renewal options; and

WHEREAS, the City desires to obtain AV Services on an as-needed basis; 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 acquire AV Services for events within the City, the City's Events Division is requesting the City enter into a Piggyback Agreement with Vendor to obtain AV Services; 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 into this Agreement.

2. **TERM:** The term of this Agreement commences upon full execution of this Agreement by the Parties and will remain in effect until August 5, 2027, with two (2) one-year renewal options ("Term"). The Mayor is authorized to execute amendments renewing the Agreement on behalf of the City. 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 agrees to provide AV Services to the City on an as-needed basis on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. Vendor shall invoice City for AV Services ordered and provided based on the rates set forth in the Fee Schedule attached hereto as **Exhibit B**. 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 Delray Beach" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor in an annual amount not to exceed $150,000.00.

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 Events Division
Attn: Gabrielle Favitta
100 E Ocean Ave
Boynton Beach, FL 33435.

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. All services rendered prior to September 30th

of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

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

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

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

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

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

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

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

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

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

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

10. **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.

11. **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.

12. **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 exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **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

14. **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.

15. **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.

16. **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.

17. **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.

18. **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 for lost profits or consequential damages.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

BFAV LLC, D/B/A ALL ON STAGE PRODUCTIONS

(Signature), ~~Company~~

Dan Fryburg

Print Name of Authorized Official

Owner

Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

J Iverson

Print Name

EXHIBIT A
AGREEMENT BETWEEN THE CITY OF DELRAY BEACH, FLORIDA AND BFAV LLC, D/B/A ALL ON STAGE PRODUCTIONS

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 5th day of August, 2024, by and between the City of Delray Beach, a Florida municipal corporation (the "City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and BFAV LLC, dba All on Stage Productions, A Florida Limited Liability Company (the "Contractor"), whose address is 500 NE 28th Court, Pompano Beach, Florida 33064.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Proposal 2024-021 ("RFP 2024-021") and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSAL

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in RFP No. 2024-021 and the Contractor's response to RFP No. 2024-021, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications in RFP 2024-021, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit "A", according to the terms and specifications of RFP No. 2024-021.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City:
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

ii. With copy to:
City of Delray Beach
200 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor:
BFAV LLC dba All on Stage Productions
500 NE 28th Court
Pompano Beach, Florida 33064
Attn: Dan Fryburg, Manager

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-Verify

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for two (2) additional, one-year period(s), unless terminated earlier in accordance with terms set forth in RFP No. 2024-021.

(Remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

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

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CITY OF DELRAY BEACH SEAL FLORIDA

(SEAL)

BFAV LLC DBA ALL ON STAGE PRODUCTIONS

By: _____

Print Name: Domenic Garafola

Title: Owner

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of July, 2024 by Domenic Garafola III (name of person), as owner (type of authority) for BFAV LLC DBA ALL ON STAGE Productions (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification

Type of Identification Produced FL DL EX 12/25

_____

Notary Public – State of

JEANETTE TCHEOU NOTARY My Comm. Expires July 25, 2025 No. HH 157670 PUBLIC STATE OF FLORIDA

EXHIBIT A

BFAV

Bid Contact **Dom Garafola**
dom@allonstage.com
Ph 561-750-4070

Address **500 NE 28th Ct**
Pompano Beach, FL 33064

Bid Notes **Please refer to the uploaded RFP proposal document for detail!**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
RFP 2024-021--01-01	ST. Patricks Day Parade and Festival	**Supplier Product Code:** STPATS **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Large concert Sound System - $3,600 3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1,100 3.3(C) Concert Quality Lighting System - $2,500 3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550 3.4(4) 30' x 20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728 3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200 TOTAL - $13,878	**First Offer - $13,878.00**	1 / lump sum	**$13,878.00**	**Y**

RFP 2024-021--01-02	Pride Festival and Concert	**Supplier Product Code:** PRIDE **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Large concert Sound System - $3,600 3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1,100 3.3(C) Concert Quality Lighting System - $2,500 3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550 3.4(4) 30' x 20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728 3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200 TOTAL - $13,878	**First Offer - $13,878.00**	1 / lump sum	**$13,878.00**	**Y**

RFP 2024-021--01-03	July 4th Celebration	**Supplier Product Code:** JULY4 **Supplier Notes:** Please refer to the uploaded RFP proposal document	**First Offer - $13,878.00**	1 / lump sum	**$13,878.00**	**Y**

for detail!
3.2(D) Large concert Sound System - $3,600
3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1,100
3.3(C) Concert Quality Lighting System - $2,500
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550
3.4(4) 30' x 20' Gable Top Roof Cover - $1,200
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728
3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200

TOTAL - $13,878

RFP 2024-021--01-04	Veterans Day	**Supplier Product Code:** VET **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Large concert Sound System - $3,600 3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1,100 3.3(C) Concert Quality Lighting System - $2,500 3.3(E) Lighting Technician (1 Tech, 10	**First Offer - $13,878.00**	1 / lump sum	**$13,878.00**	**Y**

hours, $55/hr) - $550
3.4(4) 30' x 20' Gable Top Roof Cover - $1,200
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728
3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200

TOTAL - $13,878

RFP 2024-021--01-05	100' Christmas Tree Lighting and Festivities	**Supplier Product Code:** TREELIGHT **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Large concert Sound System - $3,600 3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1,100 3.3(C) Concert Quality Lighting System - $2,500 3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550 3.4(4) 30' x 20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728 3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200 TOTAL - $13,878	**First Offer - $13,878.00**	1 / lump sum	**$13,878.00**	**Y**

RFP 2024-021--01-06	Holiday Parade	**Supplier Product Code:** HOLPARADE **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Large concert Sound System - $3,600 3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1,100 3.3(C) Concert Quality Lighting System - $2,500 3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550 3.4(4) 30' x 20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728 3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200 TOTAL - $13,878	**First Offer - $13,878.00**	1 / lump sum	**$13,878.00**	**Y**

RFP 2024-021--01-07	Holiday Festivities	**Supplier Product Code:** HOLFEST **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Large concert Sound System - $3,600 3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1,100 3.3(C) Concert Quality Lighting System - $2,500 3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550 3.4(4) 30' x 20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728 3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200 TOTAL - $13,878	**First Offer - $13,878.00**	1 / lump sum	**$13,878.00**	**Y**

RFP 2024-021--01-08	New Years Eve	**Supplier Product Code:** NEWYEARS **Supplier Notes:** Please refer to the uploaded	**First Offer - $13,878.00**	1 / lump sum	**$13,878.00**	**Y**

RFP proposal document for detail!
3.2(D) Large concert Sound System - $3,600
3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1,100
3.3(C) Concert Quality Lighting System - $2,500
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550
3.4(4) 30' x 20' Gable Top Roof Cover - $1,200
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728
3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200

TOTAL - $13,878

RFP 2024-021--01-09	Small Concert- 1/2 day show	**Supplier Product Code:** SMCON **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Small Sound System - $1,000 3.2(G) Audio Technician Services (1 Tech, 8 hours $55/hr) - $440 3.3(A) Small Lighting System - $350 3.3(E) Lighting Technician (2 Techs [ONE FOR VIDEO], 8 hours, $55/hr) - $440	**First Offer - $8,070.00**	4 / each	**$32,280.00**	**Y**

3.4(4) 30' x 20' Gable Top Roof Cover - $1,200
3.4(B) Stagehands (4 hands, 10 hours each, $36/hr) - $1,440
3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200
TOTAL - $8,070

RFP 2024-021--01-10	Small Concert- 1 Day	**Supplier Product Code:** SMCON1 **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(B) Small concert Sound System - $1,800 3.2(G) Audio Technician Services (1 Tech, 10 hours, $55/hr) - $550 3.3(A) Small Lighting System - $350 3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550 3.4(4) 30' x 20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 10 hours each, $36/hr) - $1,440 3.5(C) LED Video Wall 10' x 6' [Goal Post] - $2,000 TOTAL - $7,890	**First Offer - $7,890.00**	4 / each	**$31,560.00**	**Y**

RFP 2024-021--01-11	Medium Concert- 1/2 day	**Supplier Product Code:** MEDCON **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(C) Medium concert Sound System - $2,500 3.2(G) Audio Technician Services (1 Tech, 8 hours, $55/hr) - $440 3.3(B) Medium Lighting System - $750 3.3(E) Lighting Technician (1 Tech, 8 hours, $55/hr) - $660 3.4(4) 30' x 20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 10 hours each, $36/hr) - $1,440 3.5(A) LED Video Wall 16' x 10' [Goal Post] - $3,200 TOTAL - $10,190	**First Offer - $10,190.00**	5 / each	**$50,950.00**	**Y**

RFP 2024-021--01-12	Medium Concert- 1 day	**Supplier Product Code:** MEDCON 1 **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(C) Medium concert Sound System - $2,500 3.2(G) Audio Technician Services (1 Tech, 12 hours, $55/hr) - $660 3.3(B) Medium Lighting System - $750 3.3(E) Lighting Technician (1 Tech, 12 hours, $55/hr) - $660	**First Offer - $10,410.00**	5 / each	**$52,050.00**	**Y**

		3.4(4) 30'x20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 10 hours each, $36/hr) - $1,440 3.5(A) LED Video Wall 16'x10' [Goal Post] - $3,200 TOTAL - $10,410				
RFP 2024-021--01-13	Large Concert- 1/2 day	**Supplier Product Code:** LARGECON **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Large concert Sound System - $3,600 3.2(G) Audio Technician Services (2 Techs, 8 hours each, $55/hr) - $880 3.3(C) Concert Quality Lighting System - $2,500 3.3(E) Lighting Technician (1 Tech, 8 hours, $55/hr) - $440 3.4(4) 30'x20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728 3.5(B) LED Video Wall 21'x12' [Goal Post] - $4,600 TOTAL - $14,948	**First Offer - $14,948.00**	2 / each	**$29,896.00**	**Y**

RFP 2024-021--01-14	Large Concert- 1 day	**Supplier Product Code:** LARGECON 1 **Supplier Notes:** Please refer to the uploaded RFP proposal document for detail! 3.2(D) Large concert Sound System - $3,600 3.2(G) Audio Technician Services (2 Techs, 10 hours each, $55/hr) - $1100 3.3(C) Concert Quality Lighting System - $2,500 3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - $550 3.4(4) 30'x20' Gable Top Roof Cover - $1,200 3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - $1,728 3.5(B) LED Video Wall 21'x12' [Goal Post] - $4,600 TOTAL - $15,278	**First Offer - $15,278.00**	2 / each	**$30,556.00**	**Y**

Supplier Total **$338,316.00**

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement with BFAV, LLC, for RFP 2024-021

Department: Parks and Rec

Contact person: Joel Burzynski

City Manager approval ☐

Reviewed by Purchasing ☑

City Commission approval ☑

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:	New ⊙	Renewal* ○	Amendment* ○	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	Article 6 - 5 years; 3 years with 2 one-year renewal options
Termination Clause	P9.28 of RFP - convenience; P9.29 - default
Renewal Clause	Article 6
Insurance	City standard
Indemnification	City standard
Assignment	P9.22 of RFP - written consent required
Fiscal Funding Requirement	P9.67 of RFP
FL. Public Records Provision (2016)	P9.50 of RFP
Inspector General Provision	P9.32 of RFP
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	P9.42 of RFP - each bears own
E-verify	Article 5

Business Principles:	Comments
Fees: Total Value	$1,691,580
Fees: Per Fiscal Year	$338,316

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	

Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☑

Attorney: William Bennett, Esq.

Reviewed and approved as to form and legal sufficiency only

Form version 5, March, 2018

RESOLUTION NO. 149-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING AN AGREEMENT WITH BFAV LLC DBA ALL ON STAGE PRODUCTIONS FOR SOUND, STAGE AND LIGHTING SERVICES PURSUANT TO RFP 2024-021; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach ("City") is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires sound, stage and lighting services; and

WHEREAS, the City desires to enter into an agreement with BFAV LLC dba All on Stage Productions ("Contractor") for sound, stage and lighting services pursuant to RFP No. 2024-021; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and BFAV LLC dba All on Stage Productions, which is attached to this Resolution as Exhibit "A".

Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals and take any and all actions necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 5th day of August, 2024.

Thomas F. Carney, Jr., Mayor

ATTEST:

Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

CITY OF DELRAY BEACH SEAL FLORIDA

EXHIBIT B
FEE SCHEDULE

Tab VII
Fee Proposal

--- **NOTE: Prices below are an educated estimate for each event with limited detail.** For example, the times of the event or other specific details may impact pricing.
--- **NOTE: Annual Inflation Increase -** Pricing to be increased by 3.5% across all items in this proposal one year (365 days) from start of contract as an inflation adjustment across all fee items. The same 3.5% increase will be implemented each subsequent year afterwards as well.

***Additional Note**: Large concert sound systems require at least 2 Audio engineers. One engineer to manage the Front-of-House sound (what the audience hears), and a second engineer to manage the Monitor world sound (the stage / band's sound). These are important duties to separate to ensure everything sounds great and runs smoothly because one technician cannot efficiently troubleshoot complications on stage while properly managing the show at Front of House.
****Additional Note 2**: All Video Walls require Video technicians for mapping / programming / managing video content. It is not included in the pricing below because it is not specified in the RFP.

St Patrick's Day
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1,100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $13,878

Pride Festival and Concert
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1,100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $13,878

July 4th Celebration
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1,100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $13,878

Veterans Day
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1,100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $13,878

Tab VII
Fee Proposal (Cont'd)

100' Christmas Tree Lighting and Festivities
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1,100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $13,878

Holiday Parade
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1,100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $13,878

December Holiday Festivities
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1,100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $13,878

New Year's Eve
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1,100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $13,878

TBD Various Concerts
Small Sound System / Ribbon Cutting (1/2 Day)
3.2(D) Small Sound System **- $1,000**
3.2(G) Audio Technician Services (**1 Tech**, 8 hours $55/hr) - **$440**
3.3(A) Small Lighting System - **$350**
3.3(E) Lighting Technician (2 Techs [ONE FOR VIDEO], 8 hours, $55/hr) - **$440**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 10 hours each, $36/hr) - **$1,440**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $8,070

Tab VII
Fee Proposal (Cont'd)

Small Concert (1 Day)
3.2(B) Small concert Sound System **- $1,800**
3.2(G) Audio Technician Services (**1 Tech**, 10 hours, $55/hr) - **$550**
3.3(A) Small Lighting System - **$350**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 10 hours each, $36/hr) - **$1,440**
3.5(C) LED Video Wall 10'x6' [Goal Post] - **$2,000**
TOTAL - $7,890

Medium Concert (1/2 Day)
3.2(C) Medium concert Sound System **- $2,500**
3.2(G) Audio Technician Services (**1 Tech**, 8 hours, $55/hr) - **$440**
3.3(B) Medium Lighting System - **$750**
3.3(E) Lighting Technician (1 Tech, 8 hours, $55/hr) - **$660**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 10 hours each, $36/hr) - **$1,440**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $10,190

Medium Concert (1 Day)
3.2(C) Medium concert Sound System **- $2,500**
3.2(G) Audio Technician Services (**1 Tech**, 12 hours, $55/hr) - **$660**
3.3(B) Medium Lighting System - **$750**
3.3(E) Lighting Technician (1 Tech, 12 hours, $55/hr) - **$660**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 10 hours each, $36/hr) - **$1,440**
3.5(A) LED Video Wall 16'x10' [Goal Post] - **$3,200**
TOTAL - $10,410

Large Concert (1/2 Day)
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 8 hours each, $55/hr) - **$880**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 8 hours, $55/hr) - **$440**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(B) LED Video Wall 21'x12' [Goal Post] - **$4,600**
TOTAL - $14,948

Large Concert (1 Day)
3.2(D) Large concert Sound System **- $3,600**
3.2(G) Audio Technician Services (**2 Techs**, 10 hours each, $55/hr) - **$1100**
3.3(C) Concert Quality Lighting System - **$2,500**
3.3(E) Lighting Technician (1 Tech, 10 hours, $55/hr) - **$550**
3.4(4) 30' x 20' Gable Top Roof Cover - **$1,200**
3.4(B) Stagehands (4 hands, 12 hours each, $36/hr) - **$1,728**
3.5(B) LED Video Wall 21'x12' [Goal Post] - **$4,600**
TOTAL - $15,278

TOTAL FEE PROPOSAL PER EVENTS LISTED IN RFP 2024-021: $177,810

Tab VII
Fee Proposal (Cont'd): Additional Pricing Requested per RFP 2024-021 Section 3 "Scope of Services"

	Unit of Measure	Price
Sound Systems (1-Day Rate)		
Small Sound System	EA	$ 1,000
Small Concert Sound System	EA	$ 1,800
Medium Concert Sound System	EA	$ 2,500
Large Concert Quality Sound System	EA	$ 3,600
Concert Quality Sound System Backline Package	EA	$ 540
Additional Band Gear (1-Day Rate)		
DJ Coffin #1 (CDJs and Pioneer DJM w/ Serato)	EA	$ 250
DJ Coffin #2 (Turntables and Pioneer DJM w/ Serato)	EA	$ 375
DAS Aero-12a Line Array Cabinets (individual)	EA	$ 200
Double 18" (Meyer / JBL / dB) Subwoofer Cabinets (indivi	EA	$ 250
Lab Gruppen Power Amps	EA	$ 125
JBL 15" Speakers	EA	$ 200
JBL Powered 18" Subs (single 18s)	EA	$ 110
K&M Mic Stands	EA	$ 10
Wired Mics (as listed in RFP)	EA	$ 15
Shure ULXD Wireless Mic Units w/ Paddles	EA	$ 125
CBI 12ch Drop Snakes	EA	$ 25
Reels of Shielded CAT5 (100-200ft)	EA	$ 45
32ch Split Snakes (50ft tails)	EA	$ 35
Pioneer CDJ 2000s (individual)	EA	$ 100
Pioneer S9 DJMs	EA	$ 100
Lex 100-Amp 3-Phase Pagodas	EA	$ 175
2/0 AWG Copper 3-Phase Feeder Cabling (50ft)	EA	$ 85
Technic Turntables (individual)	EA	$ 175
Behringer Headphone Amps (P2s)	EA	$ 15
Shure PSM900 In-Ear-Monitors	EA	$ 150
Labor		
Sound Tech Services	HR	$ 55
Lighting Tech Services	HR	$ 55
Video Tech Services	HR	$ 55
Stage Hands	HR	$ 36
Lighting Systems (1-Day Rate)		
Small Lighting System	EA	$ 350
Medium Lighting System	EA	$ 750
Concert Quality Lighting System	EA	$ 2,500
Additional Lighting		
Ablelite ADA715Z Moving LED Wash	EA	$ 100
Ablelite EVA180s Moving LED Spots	EA	$ 100
Ablelite ADA132B Moving LED Beams	EA	$ 100
Robe Robin Pointe Moving LED Beam / Spots	EA	$ 200
18x18w IP65 LED Pars RGBWYP 10ch/6ch Modes	EA	$ 25
4-6 Light AUD LED Blinders	EA	$ 100
10' Aluminum Box Trussing Section	EA	$ 25
8' Aluminum Box Trussing Section	EA	$ 25
6' Aluminum Box Trussing Section	EA	$ 25
4' Aluminum Box Trussing Section	EA	$ 25
Steel Box-Truss Base plates w/ Wheels	EA	$ 35
Outriggers for Box-Truss Base Plates	EA	$ 5
Black DMX Cabling (1,400ft lot)	EA	$ 220
Black Powercon Cabling (1,200ft lot)	EA	$ 200
Chauvet Data Stream 4 DMX Splitters	EA	$ 40
WDMX - Blackbox F2 G6 Wireless DMX TX / RX	EA	$ 150
Chauvet Hurricane Haze Machines	EA	$ 125
Chauvet Haze Fluid (1-Gallon)	EA	$ 50
Avolite Tiger Touch II Lighting Console	EA	$ 400
Staging (w/ Skirt, Stairs + Stair Handrails and Monitor Wing as needed)		
20'w x 16' x 1-3'h Stage	EA	$ 1,200
16'w x 8' x 1-3'h Stage	EA	$ 500
8'w x 8' x 1-2'h Riser	EA	$ 250
Note: Staging built with Non-Slip Aluminum-Frame Wooden Decks (BLACK)		
Video		
16' x 8' Video Screen	EA	$ 3,200
21' x 12' Video Screen	EA	$ 4,600
10' x 6' Video Screen	EA	$ 2,000
60" Television (Truss Supported w/ Dress Kit + Cabling)	EA	$ 450
10' x 7' Projection Screen w/ Frame/Dress Kit + Projector	EA	$ 950
Note: All Gear listed in "Additional Requirements" Section 3.5(a) are in AOS inventory		
Backline Equipment		
88-Key Weighted Yamaha Motif XS8 w/ Sustain	EA	$ 210
Roland RD700 Keyboard	EA	$ 200
Pearl Export 5-Piece Drum Kit	EA	$ 240
American Fender Stratocaster Guitar	EA	$ 175
Fender Deluxe Reverb Guitar Amp	EA	$ 90
Hartke 4x10 Bass Cabinet w/ GK Bass Head	EA	$ 120

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-262- Approve a piggyback agreement and expenditure with Extreme Networks, Inc., for the purchase of network equipment, network switch maintenance, and licensing in an amount not to exceed $200,000 a year, utilizing the State of Florida Alternate Contract Source Number 43220000-NASPO-19-ACS.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-262.

Explanation of Request:

Contract Period: October 1, 2019 – September 30, 2026

This piggyback agreement will allow the City to purchase network equipment, network equipment maintenance, and networking software as needed by multiple City departments. The City of Boynton Beach replaces network equipment after the current equipment reaches the end-of-life set by the manufacturer. The network equipment requires firmware updates and licensing to ensure they are secure and will work with new hardware and software platforms. The network switch maintenance provides access to these firmware upgrades, advanced hardware replacement, and technical support.

How will this affect city programs or services?

The purchase of network equipment and network switch maintenance ensures that the City can install new firmware as it is released. In addition, the advanced hardware replacement provided by the maintenance provides either a 4-hour replacement or the Next Business Day, depending on the plan selected. Most City network switches are on the Next Business Day plan as the ITS Department has spares available. Critical switches are protected with the 4-hour plan. The maintenance also provides phone support to assist in troubleshooting possible problems. The subscription licensing allows the City to continue to use the network management software that manages the network switches.

Fiscal Impact:

Funding was approved and is available in the multiple department accounts for fiscal year 2024/2025.

Attachments:
R24-262 Agenda_Item_2251-2023_Resolution_for_Extreme_Networks_piggyback.docx

RESOLUTION NO. R24-262

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH EXTREME NETWORKS, INC., FOR DATA COMMUNICATIONS PRODUCTS & SERVICES ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED $200,000 PER YEAR; AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 13, 2018, the State of Utah (Lead State) issued a "Request for Proposals" (RFP), acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint to establish a cooperative purchasing agreement for Data Communications Products & Services; and

WHEREAS, the State of Utah and NASPO ValuePoint found Extreme Networks, Inc. to be a responsive, responsible bidder and awarded it a five-year (5) contract, Contract No. AR3230 (the "Master Agreement"), commencing October 1, 2019, with a current termination date of September 30, 2026; and

WHEREAS, on August 7, 2020, the Florida Department of Management Services entered into a Participating Addendum and acknowledges that the use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State providing the Alternative Contract Source Agreement No: 43220000-NASPO-19-ACS; and

WHEREAS, the City desires to obtain Data Communications Products & Services on an as-needed basis; 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 maintain the City's network equipment maintenance and support services, the City's ITS Department is requesting the City enter into a Piggyback Agreement with the Vendor to provide Data Communications Products & Services ("Services"); and

WHEREAS, the Vendor has provided the City with an initial proposal for network equipment maintenance and support services, and the City may obtain additional Services

pursuant to the terms of this Agreement throughout the duration of the term; and

WHEREAS, the City desires to issue a purchase order and payment for network equipment maintenance and support services on an as-needed basis under the terms and conditions of the Master Agreement; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Piggyback Agreement with Extreme Networks, Inc., for Data Communications Products & Services on an as-needed basis in an amount not to exceed $200,000 per year.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Piggyback Agreement between Extreme Networks, Inc., and the City for Data Communications Products & Services on an as-needed basis in an amount not to exceed $200,000 per year (the “Piggyback Agreement”), in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. The fully executed Piggyback Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Charles Stevens to forward to the Vendor.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
10/15/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Ordinance No. 24-017- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses- Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 24-017, on second reading.

Explanation of Request: The Commission requested that requirements for tree trimming near overhead power lines be added to the City Code, giving the City the authority to regulate tree maintenance near overhead power lines of single-family and duplex properties. This is the main reason for updating this section of the Ordinance. Trees and other vegetation coming into contact with overhead power lines is the primary cause of outages and flickers, according to FPL. Sparking and other dangerous tree situations can also result from trees and other vegetation touching powerlines.

Additionally, staff decided to update several other sections of this Ordinance in addition to introducing this new regulation. The updates will clarify certain sections and raise property maintenance standards to help maintain or increase property values by ensuring neighborhoods remain well-kept and safe.

How will this affect city programs or services? This will not affect City programs or services.

Fiscal Impact: N/A

Attachments:
Ordinance_No._24-017_Minimum_Standards_for_appearance_of_property_-_Ordinance_2d_reading__2__updated.docx
business-impact-estimate.pdf

ORDINANCE NO. 24-017

AN ORDINANCE OF THE CITY COMMISSION FOR THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE CITY OF BOYNTON BEACH'S CODE OF ORDINANCES; CHAPTER 15 "OFFENSES- MISCELLANEOUS*," ARTICLE IX "COMMUNITY APPEARANCE AND MAINTENANCE," SECTION 15-120 "MINIMUM STANDARDS FOR APPEARANCE AND MAINTENANCE OF PUBLIC PROPERTY AND PRIVATE PROPERTY;" PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, these amendments to the City's Code of Ordinances include the addition of tree maintenance near overhead powerlines of single-family and duplex properties; and

WHEREAS, trees and other vegetation coming into contact with overhead power lines is the primary cause of power outages and flickers; and

WHEREAS, the amendments also consist of updates to terms to clarify certain sections and raise property maintenance standards to help maintain or increase property values by ensuring neighborhoods remain well kept and safe; and

WHEREAS, having considered the recommendations of staff, the City Commission has determined that it is in the best interest of the citizens and residents of the City of Boynton Beach to approve the amendment to the City's Code of Ordinances as contained herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF BOYNTON BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

SECTION 2. City of Boynton Beach's Code of Ordinances, Chapter 15 "Offenses-Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property" is hereby amended as follows:

CHAPTER 15 OFFENSES- MISCELLANEOUS*

…

ARTICLE IX. COMMUNITY APPEARANCE AND MAINTENANCE

…

Sec. 15-120. MINIMUM STANDARDS FOR APPEARANCE AND MAINTENANCE OF PUBLIC PROPERTY AND PRIVATE PROPERTY.

(a) *Streets and sidewalks.* The owner(s) of all real property within the ~~c~~City abutting a public or private street or sidewalk shall not permit and it shall be unlawful to permit the growth of grass, weeds, or other flora, or sand or gravel into or over such street or sidewalk, and such owners(s) shall not allow a tree(s) or any part thereof to extend over a street or sidewalk below a height of ten (10) feet or the roots of a tree to break or ~~raise~~ lift up such street or sidewalk, or allow a tree or any part thereof to extend over a road, street or right-of-way below a height of fourteen (14) feet.

(b) Swales, rights-of-way, and alleys.

(1) The owner(s) of all real property within the ~~c~~City abutting a public or private swale, right-of-way, or alley shall not permit, and it shall be unlawful to permit the growth of a tree growing in the adjacent swale, right-of-way or alley or any part thereof to extend over a street or sidewalk below a height of ten (10) feet or the roots thereof to break or ~~raise~~ lift up the contiguous street or sidewalk, or allow a tree or any part thereof to extend over a road or right-of-way below a height of fourteen (14) feet.

The preceding paragraphs shall also require property owners to maintain swales~~,~~ and shoulders which lie between a property line and the pavement edge of an adjacent public street, except where the swale or shoulder is regularly maintained by the ~~c~~City, Palm Beach County, or other government agency.

(2) It is unlawful for any person to place or cause to be placed any object or thing known to modify the design, function, or shape of swales, rights-of-way, or alleys, on, over, or across any swale, right-of-way, or alley, except the following:

a. Grass or sod~~, soil or dirt;~~.

b. ~~Floral g~~Ground cover, shrubs~~bbery~~, palms, or trees ~~–~~provided written approval is granted ~~from~~ by the ~~c~~City's Utility Department and ~~Development~~ the City Engineer. ~~for shrubbery and trees located within swales, rights-of-way or alleys;~~.

c. Postal mail boxes meeting the criteria of the U.S. Post Office.

d. Solid objects made of metal, concrete, plastic, or similar materials protruding no more than three and one-half (3½) inches above the ground, having a diameter no greater than eight (8) inches at their widest points, having flat or rounded top surfaces, with each of such objects being placed no less than five (5) feet apart.

e. Other proposals not listed above may require written approval from the Utility Department and the City Engineer.

(c) Waterways.

(1) The owner(s) of all real property within the ~~c~~City abutting a waterway shall not permit and it shall be unlawful to permit the accumulation thereon of grass or weeds which attain a height of twelve (12) inches or more.

(2) The owner(s) of all real property within the ~~c~~City abutting upon a waterway shall not permit and it shall be unlawful to permit trees on their respective properties to grow over the waterways (unless ten (10) feet above the water surface) or limbs, fronds, coconuts, or other debris to fall therefrom into such waterways. This shall not apply to species protected by the state unless removal of such species has been approved by the state.

(3) The owner(s) of the bottom of waterways within the ~~c~~City shall not permit, and it shall be unlawful to permit, the growth of subsurface aquatic weeds above the surface of the water or to ~~an~~ the extent that ~~they~~ it affects public stormwater drainage ~~in~~ to the waterway.

(d) *Front, side, and rear open and/or landscaped areas of private property.*

(1) Open and/or landscaped area maintenance: This includes, but is not limited to:

a. The ~~keeping~~ storage or deposition (depositing) on, or the scattering over the premises, including inside carports visible from a public or private right-of-way, of any junk, trash, debris, construction materials not being actively used for construction, abandoned, discarded, or derelict objects or equipment, including but not limited to automobiles, trucks, buses, motorcycles, bicycles, furniture, major and minor appliances, trailers, cans, or containers.

b. The failure to keep or maintain all lots, fences, sheds, steps, driveways, and other premises in any district clean, sanitary, and free from weeds, ~~or~~ overgrowth, or deterioration.

c. The keeping, maintaining, propagation, existence, or permitting of any thing~~,~~ by any person or entity~~,~~ by which the life or health of any person or persons may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused, or the environment of any person or place rendered unclean or unsanitary by the act of another or others.

d. The total non-pervious areas ~~void~~ of landscaping or xeriscape ground covers shall not exceed one hundred (100) square feet of any pervious area visible from a public or private right-of-way, excluding alleys abutting rear yards. ~~When such~~ Should "dead spots" occur, they will be sodded or seeded to reestablish grass, landscaping, or groundcover.

e. Newly planted tress shall be maintained so that the mature tree canopy is a minimum of ten (10) feet from overhead utility lines. Trees directly under and growing into facility/utility spaces shall be removed, or pruned using the directional pruning method when possible. Trees shall be pruned in accordance with the standards set forth by the American National Standards Institute (ANSI) A300.

Shrubs shall be maintained in a neat and healthy appearance. The placement of a hedge shall not cause any traffic line-of-sight obstruction and must comply with the visibility requirements of Chapter 4, Article VIII, Section 3.C.4.u., "Visual Obstructions of Intersections."

f. Open and/or landscaped areas of the ~~c~~City~~,~~ on developed properties~~,~~ shall be covered by a lawn which shall be maintained at a height not to exceed ~~twelve (12)~~ nine (9) inches.

~~f.~~ g. Irrigation systems shall be maintained in good working order to provide complete coverage.

~~g.~~ h. Pervious surfaces without irrigation systems shall utilize drought-tolerant grass, shrubbery with mulch or wood chips, or other drought-tolerant species so that they may be restored to a uniform green appearance as soon as weather conditions permit. Lawns ~~which~~ that have died from lack of water or other causes shall be reseeded or sodded. This requirement shall not apply to areas covered by pavement, ~~areas that are covered by~~ shellrock, limerock, gravel, decorative stone, or any other dust-free surface, or areas covered by landscaping, mulch, or wood chips, ~~which~~ that are regularly renewed and kept free of weeds.

~~h.~~ i. Trees~~,~~ and shrubs shall be trimmed and pruned, and the property owner shall be responsible for maintaining said trees and shrubs in accordance with subsections (a), (b), (c), (d), and ~~(d)~~ (e) of this section.

(2) Prohibition against nuisances: The owner(s) of all real property within the ~~c~~City shall not permit a nuisance as defined by this article, and it shall be unlawful to permit a nuisance to exist on its property such as: placing, depositing, leaving, or dumping any debris, refuse, trash, rubbish, junk, garbage, ashes, broken articles, or waste material of any kind or nature on private property, or to create thereby an attraction for animals, insects, or vermin, or to the deterioration of any structure, or to create thereby a nuisance as defined in this article, or to place in jeopardy~~,~~ the health, safety, and welfare of the citizens of the ~~c~~City. This shall not preclude placing ~~of~~ trash at the curb-side for pick up by sanitation vehicles.

(e) *Exterior of buildings and structures.*

(1) The owner(s) of all real property within the ~~c~~City shall not permit, and it shall be unlawful to permit, the deterioration of a building's ~~the~~ exterior such that ~~of a building~~ it becomes a nuisance as defined by this article.

(2) Building exterior maintenance: For the exterior of any buildings and structures, a nuisance is declared to exist if the owner or tenant of real property permits the exterior of a dwelling to deteriorate to the point where:

a. Twenty percent (20%) ~~20%~~ or more of the paint is mismatched, blistered, ~~and~~ peeling, or missing, or rotted on the exterior non-fenestrated building surface area, including but not limited to~~,~~ facia boards, eaves, siding, ~~or~~ awnings, garages, or carports.

b. Twenty percent (20%) ~~20%~~ or more of the roof surface materials, such as~~,~~ shingles, tiles, or any other roofing materials, are loose, ~~or~~ missing, or discolored.

c. ~~f~~Fenestrable areas, such as windows, doors, screens~~, i.e. broken glass~~, screening, rails, and styles are deteriorated.

d. Twenty percent (20%) or more of discoloration of any exterior surface on the premises of the property.

SECTION 5. Each and every other provision of the City's Code of Ordinances not herein specifically amended shall remain in full force and effect as originally adopted.

SECTION 6. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

SECTION 7. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

SECTION 8. Authority is hereby given to codify this Ordinance.

SECTION 9. This Ordinance shall become effective immediately upon second passage.

(Signatures on the following page)

FIRST READING this 20th day of August 2024.

SECOND, FINAL READING, AND PASSAGE THIS 10th day of September 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

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:

Proposed Ordinance No. 24-017- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses- Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City of Boynton Beach desires to amend Chapter 15, "Offenses- Miscellaneous*," Article IX, "Community Appearance and Maintenance," Section 15-120, "Minimum Standards for Appearance and Maintenance of Public Property and Private Property," providing for conflicts, severability, codification; and providing for an effective date.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

None.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

None.

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.
10/15/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Ordinance No. 24-020- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Article II of Chapter 18 of the Boynton Beach Code of Ordinances entitled Employees' Pension Plan amending Section 18-145 City of Boynton Beach Investment Policy for General Employees' Pension Fund; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith and providing for an effective date.

Requested Action:

Staff recommends approval of Proposed Ordinance No. 24-020, at second reading.

Explanation of Request:

Approve an ordinance of the City of Boynton Beach, Florida, amending Article II of Chapter 18 of the Boynton Beach code of ordinances entitled employees' pension plan amending section 18-145 City of Boynton Beach investment policy for General Employees' Pension Fund; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith and providing for an effective date.

How will this affect city programs or services? There will be no affect to City programs or Services.

Fiscal Impact: No fiscal impact

Attachments:
Ordinance No. 24-020-Adopting IPS Section 112.662- 4877-5187-4237.1.DOCX
business-impact-estimate.pdf

ORDINANCE NO. 24-020

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ARTICLE II OF CHAPTER 18 OF THE BOYNTON BEACH CODE OF ORDINANCES ENTITLED EMPLOYEES' PENSION PLAN AMENDING SECTION 18-145 CITY OF BOYNTON BEACH INVESTMENT POLICY FOR GENERAL EMPLOYEES' PENSION FUND; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature adopted Florida statutory amendments governing the investment of public funds, along with other related investment topics; and

WHEREAS, the Board, at the advice of the Investment Consultant, has recommended changes to the Investment Policy governing the Board's investments; and

WHEREAS, the Board of Trustees ("Trustees") of the Employees' Pension Plan of the City of Boynton Beach Florida Pension Plan recommends amendment of Article II, Section 18-145 of the Plan to add the approved investment policy to the Code; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida desires to amend the Employees' Pension Plan of the City of Boynton Beach, Florida.

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

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

Section 2: Section 18-145 of Article II of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

(a) *General.* The Board of Trustees of the Boynton Beach General Employees' Pension Fund has established this Statement of Investment Policy. This policy has been identified by the Board as having the greatest expected investment return and the resulting positive impact on asset values, funded status, and benefits without exceeding a prudent level of risk. The Board determined this policy after evaluating the implications of increased investment return versus increased variability of return for several potential investment policies with varying commitments to different asset classes.

(b) *Purpose.* The Board has established this Investment Policy to ~~This Statement of Investment Policy is intended to complement the investment guidelines provided in applicable State Statutes, and local ordinances. The purpose to this Statement is to:~~

(1) Provide an unambiguous description of the Board's risk tolerance, as defined by the asset classes that are considered allowable investments and the percentage allocations to each asset class; ~~the investment manager a more accurate understanding of the trustees' investment objectives; and~~

(2) Emphasize diversification of portfolio investments within each asset class. ~~Indicate the criteria by which the investment manager's performance will be evaluated.~~

(3) Provide rate-of-return objectives and establish formal criteria to monitor and evaluate the performance.

(c) *General objectives.* The primary investment objective of the Boynton Beach General Employees' Pension Fund is to achieve the absolute return objective over the near-term, intermediate-term, and longer-term time periods. The secondary objective is to achieve moderate

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

long-term real growth of the assets while minimizing the volatility of returns. To achieve these objectives, the Board of Trustees seeks to create a conservative, well diversified and balanced portfolio of asset classes managed in separate accounts, mutual funds, commingled funds, and/or limited partnerships. The Board has determined that one or more outside investment managers shall be retained to assure that all investments are managed in both a prudent and professional manner and in compliance with the stated investment guidelines. The Board of Trustees will make direct investments in fund structured investments and acknowledges that no guidelines may be imposed on these investments.

(d) Investment manager responsibilities.

(1) Within the guidelines and restrictions set forth herein, it is the intention of the Board to give each ~~the~~ investment manager full investment discretion, with respect to assets under its management. The investment manager<u>s</u> shall discharge <u>their</u> ~~its~~ responsibilities in the same manner as it would if the <u>Fund</u> ~~fund~~ were governed by the fiduciary, responsibility provisions of the Employee-Retirement Income Security Act of 1974 (ERISA). Although the <u>Fund Trustees</u> ~~fund trustees~~ acknowledge that ERISA does not apply <u>to the Fund</u> as a governmental fund, it hereby imposes the fiduciary provisions of ERISA upon each investment manager whose performance shall conform to the statutory provisions, rules, regulations, interpretations, and case law of ERISA. The investment manager shall acknowledge, in writing, that it is a named fiduciary of the fund.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

(2) Each investment manager is expected to provide any reasonable information requested by the Board of Trustees. At a minimum, each manager shall provide a quarterly report detailing their investment activity, the portfolio's current value, and any changes in investment philosophy or strategy. Each investment manager is expected to meet with the Board of Trustees or their designated representatives periodically to review investment performance and philosophy.

(3) Unless otherwise provided by the Fund's Custodian ~~custodian~~, each investment manager will monitor portfolio activity to minimize uninvested cash balances.

(4) Each investment manager shall be responsible only for those assets under their management.

(5) It will be the responsibility of each investment manager to review the monthly valuations provided by the Fund's custodian and to note, in writing, any significant discrepancies from the valuations provided in their own reports.

(e) *Florida Statute 112.*

(1) *Expected annual rate of return.* With consideration to rates of return from different asset classes, the Board of Trustees has crafted its investment program in order to deliver an expected rate of return similar to that of the actuarial assumed rate. The Board shall determine for each actuarial valuation, the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. The total expected annual rate of return is anticipated to be similar to the actuarial assumed rate of return. This determination is to be filed with the Department of Management Services and with the plan sponsor and consulting actuary.

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Words in underlined type are additions.

(2) *Continuing education.* The Board of Trustees relies on its consultants and professionals to provide continuing education on pension and investment issues. The Board of Trustees also recognize state and regional conferences as a source of continuing education. The Trustees are encouraged to attend conferences, schools, and other functions periodically in order to fulfill this requirement.

(3) *Filing of investment policy*. The investment policy is to be promptly filed with the Department of Management Services, plan sponsor and consulting actuary. The effective date of the investment policy and any amendment thereto shall be the 31st calendar day following the filing date with the plan sponsor.

(f) *Investment objectives.* Given the above stated purpose of the Boynton Beach General Employees' Pension Fund, the Board of Trustees recognizes the necessity of a long-term horizon when formulating investment policies and strategies. However, shorter-term investment goals have been established and are intended to provide quantifiable benchmarks to measure and evaluate portfolio return and risk.

(1) Most investment styles require a full market cycle to allow an investment manager to demonstrate his abilities. A full market cycle is generally defined as a three-to-five-year time period. As a result, performance results will be measured over a three-to-five-year period. Performance over shorter time periods will be monitored as a means of identifying the trend of results.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

(2) The specific investment objectives of the Boynton Beach General Employees' Pension Fund are as follows:

a. Absolute Return Objective: The goal of the Boynton Beach General Employees' Pension Fund shall be to achieve an average annual rate of return greater than the applicable actuarial assumed rate of return net of investment expenses over the longer term (3 to 5 years),

b. Market Return Objective: In order to provide a reference of fund return and risk relative to a similar basket of passive assets, the board has developed a "Target Index". The fund's objective is to achieve a rate of return over the long term (3 to 5 years), which exceeds the return of a Target Index.

1. The Target Index for the Boynton Beach General Employees' Pension Fund is defined as a 35% investment in the Russell 1000 Stock Index, a 15% investment in the Russell 2000 Stock Index, a 10% investment in the MSCI Europe, Australasia and Far East Stock Index, a ~~20%~~ 15% investment in the NCREIF Property Index, ~~and~~ a 15% investment in the Bloomberg Barclays Capital Aggregate Bond Index, a 10% investment in the Consumer Price Index plus 3% (CPI +3%).

c. Peer Return Objective: It is expected that the total rate of return earned by the Fund and the returns earned by the stock and bond portions of the

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portfolio will each rank in the top 50% when compared to a representative universe of other, similarly managed portfolios.

(g) *Investment guidelines.*

(1) The Board of Trustees has established the following target asset allocation for the entire Boynton Beach General Employees' Pension Fund:

	Target Allocation (at market)	***Target Range (at market)***	***Representative Benchmark***
Public Equity:			
Domestic Large Cap ~~equity~~	35%	~~25% - 60%~~ **20% - 40%**	Russell 1000/**S&P 500**
Domestic Small/Mid Cap	15%	5% - 20%	Russell 2000/2500
Foreign equity	10%	5% - ~~25~~ **20**%	MSCI EAFE
Total Equity	60%	**65% Maximum**	
Fixed income & equivalents			
Core Fixed income	~~20~~**15**%	~~10~~ **5**% - ~~70~~ **25**%	Bloomberg Barclays Agg/Int
Non-Core / Alt Fixed Income	**5%**	**0% - 15%**	**Bloomberg Barclays Agg/Int/CPI + 3%**
Private Credit	**5%**	**0% - 15%**	**CPI +3%**
~~Direct~~ **Private** real estate	~~20~~**15**%	~~5% - 30%~~ **10% - 25%**	NCREIF Property Index ODCE
Cash equivalents	0%	0% - 10%	T-bills

It may be necessary to rebalance the portfolio periodically to maintain policy targets and diversification. The Board of Trustees will monitor each component of the Retirement Plan (including asset class, mutual fund, and portfolio manager asset values) and will adjust as necessary at quarterly meetings. To implement this strategy, the Board has chosen to hire one or more professional investment managers. The following guidelines and restrictions apply to all fund

investments. In accordance with the policies established by the Board of Trustees, the assets of the Boynton Beach General Employees' Pension Fund shall be invested in a diversified portfolio of fully securities, funds, or pooled assets, provided they meet the following criteria:

a. Equity securities:

1. Public equity investment may be diversified across Domestic Investments Large Cap, Domestic Small Cap, and Foreign Equity (Incl EM).

2. Investments in equity securities/funds shall be limited to no more than the ranges indicated above ~~65% at cost valuation of the fund's total asset value~~;

3. Investments in all equity securities ~~All equity investments~~ shall be limited to fully and easily negotiable equity securities;

4. Investments in foreign securities shall be limited to 25% (at market valuation) of the total investment portfolio. The Board may achieve diversification in foreign equity through commingled fund or institutional mutual fund vehicles. These pooled investments are considered an investment in foreign securities.

(A) American Depository Receipts (ADRs) and foreign ordinary securities traded on domestic exchanges are United States dollar-denominated securities listed and traded on a United

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States exchange and are considered part of the ordinary investment strategy of the Board. These securities are not considered foreign securities and may be purchased by separate account managers without limitation;

5. Exchange traded funds (ETFS) may be utilized but may not exceed 10% (at market valuation) of any equity manager's ~~managers~~ portfolio.

6. No more than 20% of the equity securities are to be invested in small or mid-cap stocks. The Board defines small and mid-cap stocks **as** the stocks whose market capitalization is less than $5 billion dollars.

7. No more than 5% **(**at cost**)** ~~value~~ of an investment manager's equity portfolio may be invested in the shares of a single corporate issuer.

b. Fixed income securities, Funds, and Related Strategies:

1. Fixed Income may include traditional fixed income in core or core+ strategies, private credit offered through limited partner structure, or non-traditional and alternative fixed income management offered in limited partner structure.

2. The fixed income portfolio shall comply with the following guidelines:

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(A) The average credit quality of all rated bonds held in the fixed income ~~the bond~~ portfolio shall be ~~rated~~ "A" or higher~~; and~~.

(B) The duration of the fixed income portfolio shall not exceed 135% of the duration of the market index. The market index is defined as the Bloomberg Barclays Capital Aggregate Bond Index.

3. Investments in all rated corporate fixed income securities shall be limited to:

(A) Those securities rated "BBB" shall not exceed 20% of the entire fixed income portfolio.

(B) No more than 5% at cost of an investment manager's total fixed income' portfolio shall be invested in the securities of any single corporate

4. Futures contracts may be used on a non-levered basis for duration adjustment and yield curve positioning purposes.

5. There is no limit imposed on investments in fixed income securities issued directly by the United States Government ~~government~~ or any agency or instrumentality thereof.

6. Commingled vehicles managed by the investment adviser may be used to assist with the efficient implementation of portfolio strategy.

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7. Index ETF's may be used for the efficient implementation of portfolio strategy.

8. Investment in private credit strategies are considered part of the general fixed income asset class:

(A) Investments in private credit strategies shall not exceed 15% of the value of the total Fund.

(B) All private credit investments shall be made through participation in diversified limited partnership vehicles.

(C) The Board shall endeavor to consider those investments that offer transparency and low relative fees.

c. Private Real Estate:

1. Investments in real estate shall not exceed 15% ~~30%~~ (at market valuation) of the value of the total Fund assets.

2. All real estate investments shall be made through participation in diversified commingled funds of real properties. These funds shall be broadly diversified as to property type and geography. Experienced and professional real property investment managers shall manage all real estate investments.

~~d. *Absolute Return:*~~

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~~**1.** Investments in absolute or real return strategies shall not exceed 20% of the value of the total Fund assets.~~

~~**2.** All absolute or real return investments shall be made through participation in diversified commingled funds, mutual fund or limited partnership vehicles.~~

~~**3.** The board shall endeavor to consider those investments that offer liquidity, transparency and low relative fees.~~

~~e. *Private Equity/Private Credit:*~~

~~**1.** Investments in private equity and credit strategies shall not exceed 15% of the value of the total Fund assets.~~

~~**2.** All private equity and private credit investments shall be made through participation in diversified limited partnership vehicles.~~

~~**3.** The board shall endeavor to consider those investments that offer liquidity, transparency and low relative fees.~~

f. Cash equivalent securities:

1. The investment manager may invest only in the following short-term investment vehicles:

(A) The money market or STIF provided by the plan's custodian;

(B) Direct obligations of the United States government with a maturity of one year or less;

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(C) Commercial paper with a maturity of 270 days or less that is rated A-1 or higher by Standard & Poor's or P-1 or higher by Moody's; and

(D) Bankers acceptances issued by the largest 50 banks in the United States (in terms of total assets).

(4) *Mutual Funds/Commingled Funds/Limited Partnerships.* The Board of Trustees recognizes and accepts that commingled, mutual fund and limited partnership investments will be dictated by the investment policies and guidelines of those funds and that no additional constraints may be imposed on them. The decision to make a direct investment in any vehicle will only be made by the Board of Trustees after a thorough review of the policies of the governing documents of those funds and after it has been determined that those policies are appropriate and materially consistent with the investment objectives.

(5) *Prohibited securities*. Only those derivative securities expressly described herein are permissible. Trading on margin and short selling are prohibited for separate account managers.

(6) *Performance Evaluation.* The Board of Trustees intends to review investment performance and compliance with stated investment policies on a quarterly basis.

(7) *Review of policy*. It is the intention of the Board of Trustees of the Boynton Beach General Employees' Pension Fund to review this statement of investment policy and its addenda periodically to amend it by policy to reflect any changes in philosophy or

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objectives. However, if at any time the investment manager believes that the specific objectives defined herein cannot be met or that these guidelines unnecessarily constrict performance, the Board shall be so notified in writing.

(h) *Compliance with Chapter 2023-28, Laws of Florida*

The Board and its investment managers shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 112.662, along with regulations adopted by the Department of Management Services.

(1) *Definition of pecuniary factor.* The term "pecuniary factor" is defined as a factor that an investment fiduciary "prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with the investment objectives and funding policy of the retirement system. The term does not include the consideration of the furtherance of social, political, or ideological interests."

(2) *Exclusive consideration of pecuniary factors.* Only pecuniary factors may be considered, and the interests of the participants and beneficiaries of the system may not be subordinated to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns.

(3) *Proxy voting.* Only pecuniary factors may be considered when voting proxies.

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(4) *Filing requirements.* The Board shall timely comply with the reporting requirements of Section 112.662, Florida Statutes, by filing a comprehensive report by December 15 of each odd-numbered year. Investment managers and the Board's investment consultant shall assist in the preparation of required reports and shall annually confirm to the Board their compliance with Chapter 2023-28.

(5) *Contracting and external communication requirements.*

a. Manager contracts shall comply with Section 215.885, Florida Statutes.

b. Requests for proposals issued for investment manager services shall comply with Section 287.05701, Florida Statutes.

(6) The investment consultant shall provide investment managers for consideration who invest only based on pecuniary factors as defined by this subsection (h)(1).

(7) If a Request for Proposals document is issued for Investment Manager services, the solicitation document must include the following:

The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, Florida, and it is hereby ordained that the provisions of this Ordinance shall

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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 eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. That this Ordinance shall take effect immediately upon passage.

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FIRST READING this _____ day of _____ 2024.

SECOND, FINAL READING, AND PASSAGE this ____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner –Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Proposed Ordinance Ordinance No. 24-XXX, approving an ordinance of the City of Boynton Beach, Florida, amending Article II of Chapter 18, section 18-145 of the Boynton Beach Code of Ordinances for general employees' pension fund.

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;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

First Reading of Proposed Ordinance No. 24-XXX, approving an ordinance of the City of Boynton Beach, Florida, amending Article II of Chapter 18, section 18-145 of the Boynton Beach Code of Ordinances for general employees' pension fund.

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:

No Cost

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No Cost

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

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.
10/15/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Ordinance No. 24-021- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building and Structures"; providing for codification, severability, conflicts, and providing for an effective date.

Requested Action:

Staff recommends approval of Proposed Ordinance No. 24-021, on second reading.

Explanation of Request: Amending the City of Boynton Beach Code of Ordinance to update the Date of the Flood Insurance Study and Flood Insurance Rate Maps; Providing for applicability, serviceability and effective December 20, 2024. Striking the term "Floodway designations" as the City doesn't have any floodways.

FEMA has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for the City of Boynton Beach through the issuance of a Letter of Final Determination (LFD). The letter advises affected communities that they must adopt or show evidence of adoption of a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRMs become effective December 20, 2024.

The City of Boynton Beach CRS rating currently is a 5 and working toward becoming a 4. The City of Boynton Beach has been working with Florida Department of Emergency Management (FDEM) Office of Floodplain Management to ensure the changes to the City's Flood Prevention Ordinance meets the strict requirements to maintain our current standing with FEMA.

How will this affect city programs or services? If the proposed amendment is not adopted, the city's floodplain ordinance may be deemed non-compliant which would affect all flood policies obtained through the National Flood Insurance Program. This could result in a loss of discount for all policy holders within the City.

Fiscal Impact: No impact

Attachments:
Ordinance_No_24-021_Flood_Prevention_Requirements- 2nd Reading Revisions.docx
Letters of Final Determination.docx
business-impact-estimate.pdf

ORDINANCE NO. 24-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III, CHAPTER 4, "SITE DEVELOPMENT STANDARDS," ARTICLE X, "FLOOD PREVENTION REQUIREMENTS," SECTION 1.C "ADMINISTRATION," SECTION 1.D "APPLICABILITY," SECTION 2.A "DEVELOPMENT IN FLOOD HAZARD AREAS," AND SECTION 5.E "BUILDING AND STRUCTURES;" PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Boynton Beach participates in the National Flood Insurance Program, and the City of Boynton desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas, with an effective date of December 20, 2024; and

WHEREAS, the City of Boynton Beach has determined that it is in the best interest of the public to amend Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D "Applicability," Section 2.A. "Development in Flood Hazard Areas," and Section 5.E "Building and Structures" to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps.

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

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

Section 2: Part III, Chapter 4, Article X, Section 1.C, entitled "Administration" of the Code of Ordinances of the City of Boynton Beach is hereby amended as follows:

Part III, Chapter 4, Article X, Section 1, Part C "Administration," Section 7 "Other Duties"

C. Administration.

…

7. Other Duties. The Floodplain Administrator shall have other duties, including but not limited to:

…

c. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps (FIRM) if the analyses propose to change base flood elevations, flood hazard area boundaries~~, or floodway designations~~; such submissions shall be made within six (6) months of such data becoming available;

…

Section 3: Part III, Chapter 4, Article X, Section 1.D, entitled "Applicability" of the Code of Ordinances of the City of Boynton Beach is hereby amended as follows:

Part III, Chapter 4, Article X, Section 1, Part D entitled "Applicability"

D. Applicability.

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…

2. Basis for Establishing Flood Hazard Areas. The Flood Insurance Study (FIS) for Palm Beach County, Florida and Incorporated Areas dated ~~October 5, 2017~~ December 20, 2024, and all subsequent amendments and revisions, and the accompanying FIRMs, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file in the Development Department at the city.

…

Section 4: Part III, Chapter 4, Article X, Section 2.A, "Development in Flood Hazard Areas" of the Code of Ordinances of the City of Boynton Beach is hereby amended as follows:

Part III, Chapter 4, Article X, Section 2, Part A entitled "Development in Flood Hazard Areas"

A. Development in Flood Hazard Areas.

…

2. Where base flood elevations~~, or floodway~~ data ~~are~~ is not included on the FIRM or in the FIS, they shall be established in accordance with Sections 4.B.2 or 4.B.3 ~~2.B. or Section 2.C.~~ below.

3. Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the FIS, such elevations shall be established in accordance with Section 4.B.1. ~~2.B.~~ below.

…

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Section 5: Part III, Chapter 4, Article X, Section 5.E, entitled "Buildings and Structures" of the Code of Ordinances of the City of Boynton Beach is hereby amended as follows:

Part III, Chapter 4, Article X, Section 5, Part E entitled "Buildings and Structures"

E. Buildings and Structures.

…

2. Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

…

b. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ~~ordinance~~ article and ASCE 24.

…

Section 6: Codification. It is the intention of the City Commission of the City of Boynton Beach, Florida, 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 7: 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

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or invalid part shall be considered eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 8: Conflicts. That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be and the same are repealed to the extent of such conflict.

Section 9: Effective Date. That this Ordinance shall take effect immediately upon passage.

[SIGNATURE ON THE FOLLOWING PAGE]

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FIRST READING this _____ day of _____ 2024.

SECOND, FINAL READING, AND PASSAGE this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner –Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

FLORIDA DEM SUPPORT FOR ORDINANCE REQUIREMENTS

(For Letters of Final Determination Beginning 2023)

TO: CEOs of Florida Communities Receiving FEMA LFDs for Revised Maps

FROM: Conn Cole, State NFIP Coordinator/State Floodplain Manager Florida Office of Floodplain Management (OFM)

Digitally signed by Conn Cole
Date: 2023.01.12 10:20:09 -05'00'

SUBJECT: Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

FEMA has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for your community through the issuance of a Letter of Final Determination (LFD). The letter advises affected communities that they must adopt or show evidence of adoption of a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRMs become effective.

The Division of Emergency Management (DEM) worked with your community in the past to adopt a floodplain management ordinance that is coordinated with the Florida Building Code. That ordinance and the flood provisions in the FBC satisfy the requirements of the NFIP.

Within a week or two after FEMA mails the Letter of Final Determination, the OFM will be in touch with your community's Floodplain Administrator. We will discuss options to respond to the LFD, including amending the ordinance to revise the FIS and FIRM date. If your community elects to amend the ordinance, the OFM must conduct a compliance review prior to adoption. After amendments are adopted, or if your community chooses not to amend the ordinance, we must submit your ordinance to FEMA in advance of the deadline established in the LFD.

We welcome the opportunity to work with your community to ensure that its flood ordinance is compliant with NFIP. If you have questions and wish to speak with our staff, please contact our helpline telephone number at (850) 815-4556 or email at floodstoem.myflorida.com.

CC/

Federal Emergency Management Agency

Washington, D.C. 20472

June 20, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable Ty Penserga
Mayor, City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

Community Name: City of Boynton Beach, Palm Beach County, Florida
Community No.: 120196
Map Panels Affected: See FIRM Index

Dear Mayor Penserga:

This is to notify you of the final flood hazard determination for Palm Beach County, Florida and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register.*

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Revised Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on December 20, 2024. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(e) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations

apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(e);

2. Adopting all the standards of 44 CFR Part 60.3(e) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(e).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(e) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code. Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019),* provides some guidance on this subject and is available at https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

Please note, any enclosed correspondence from the State Floodplain Manager is provided to assist States and communities in coordinating to meet State requirements. Its inclusion with this determination should not be construed as FEMA's specific endorsement of its contents.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels

referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at https://www.msc.fema.gov. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Killian Kraynak, NFIP State Coordinator for Florida by telephone at (850) 815-4560. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 4 at (850) 815-4507 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at https://www.fema.gov/flood-maps. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,

Luis Rodriguez, P.E.
Director, Engineering and Modeling Division
Risk Management Directorate Resilience

Enclosures:
Final SOMA
Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

cc: Community Map Repository
John Kuntzman, Building Official, City of Boynton Beach

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:

Proposed Ordinance An Ordinance Of The City Commission Of The City Of Boynton Beach, Florida, Amending Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building And Structures"; Providing for Codification, Severability, 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;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

An Ordinance Of The City Commission Of The City Of Boynton Beach, Florida, Amending Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building And Structures"; Providing for Codification, Severability, Conflicts, and Providing for An Effective Date.

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:

No Impact

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No Impact

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Ordinance No. 24-022- First Reading, An Ordinance of the City of Boynton Beach, Florida, Amending the Boynton Beach Administrative Amendments to the 8th Edition (2023) of the Florida Building Code.

Requested Action: Staff recommends approval of Proposed Ordinance No. 24-022 on first reading.

Explanation of Request:

Based on section 553.73 4(a), Florida Statutes, "Building Construction Standards," the state legislature has provided for local jurisdictions to modify Chapter 1 of the Florida Building Code to deal with local issues and conditions that are unique and distinctive to each jurisdiction.

Accordingly, the City of Boynton Beach Building Department has modified Chapter 1 of the Florida Building Codes.

The request for adoption includes the following revised sections, added sections clarifications, and text corrections throughout the document.

Section 110.3.13 Termites. Strike "2304.13," add "or section 2304.12." Strike "or section 2304.11.6."
This is a typo correction.

Section 110.11.8.1 Phase One Recertification Inspection (ii) strike "specializing in structural design" and strike "specializing in electrical design. The terms "specializing in structural design" and "specializing in electrical design" are specialized state certifications mainly used in Dade and Broward counties.

The specialty licenses are in high demand in Dade and Broward counties and tend to be more expensive. It is the City's intent to keep the recertification of our Threshold and condominiums as cost effective as possible and to ensure that our aging buildings are safe.

How will this affect city programs or services? No impact.

Fiscal Impact: No impact.

Attachments:
Ordinance 24-022 Amend_BB_Admin_Admendments_to_FLA_Bldg_Code_8th_Ed__2023__-_Ordinance_Revised.docx
Exhibit A Boynton_Beach_local_Amendment_2023_FBC-Building_chapter_1_Rev_1 (2).pdf
business-impact-statement.pdf

ORDINANCE NO. 24-022

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE BOYNTON BEACH ADMINISTRATIVE AMENDMENTS TO THE 8TH EDITION (2023) OF THE FLORIDA BUILDING CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 553.734(a), Florida Statutes, the City Commission may adopt amendments to the administrative provisions of the Florida Building Code to deal with local issues and conditions that are unique and distinctive to each jurisdiction, subject to the limitations in said statute; and

WHEREAS, the City of Boynton Beach has adopted the Boynton Beach Amendments to the Florida Building Code 8th Edition (2023) in Ordinance No. 23-023 with an effective date of December 31, 2023; and

WHEREAS, the Boynton Beach Building Division proposes to modify the City's local administrative chapter (Chapter 1) of the Florida Building Code; and

WHEREAS, the request for adoption includes several revised sections, added sections clarifications, and text corrections throughout the document; and

WHEREAS, the City Commission hereby approves and adopts an amendment to the Boynton Beach Administrative Building Code 8th Edition (2023) of the Florida Building Code; and

WHEREAS, as required by law, such amendments will be transmitted to the State within 30 days after this enactment of the amendments.

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

Section 1: The foregoing "Whereas" clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2: The City Commission hereby approves and adopts the Boynton Beach Administrative Amendments to the 8th Edition (2023) of the Florida Building Code contained in Exhibit "A," which is attached hereto and incorporated herein by reference.

Section 3: As required by law, these amendments will be transmitted to the State within 30 days after the enactment of the amendments.

Section 4: That ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed, provided that in the event of a conflict with respect to the administration of the building codes, existing administrative laws or rules of the City shall control.

Section 5: Should any section or provision of this Ordinance or any portion thereof be declared invalid by a court of competent jurisdiction, such decision shall not affect the remainder of this Ordinance.

Section 6: Authority is hereby given to codify this Ordinance.

Section 7: This Ordinance shall become effective immediately.

[SIGNATURE ON THE FOLLOWING PAGE]

FIRST READING this _____ day of _____ 2024.

SECOND, FINAL READING, AND PASSAGE this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner –Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

BOYNTON BEACH
ADMINISTRATIVE AMENDMENTS
to the
FLORIDA BUILDING CODE 8th Edition (2023)

ORDINANCE NO. 23-023

EFFECTIVE December31, 2023

BEGINNING WITH PERMIT NO. 23-0001

City of Boynton Beach Division of Development
Building Division
100 East Ocean Avenue
Boynton Beach, Florida 33435
(561) 742-6350 Office
(561) 742-6357 Fax

This document can be downloaded online – at no charge – by visiting the "Forms & Applications" section of the Building Division page on the City of Boynton Beach website at www.boynton-beach.org

PART 1—SCOPE AND APPLICATION

CHAPTER 1
ADMINISTRATION

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SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:

1. Detached one- and two-family dwellings and multiple single-family dwellings *(*townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the Florida Building Code Residential.

2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. Appendix "F," in the Florida Building Code, Plumbing Volume, has been adopted as part of this chapter.

101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building,

system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.11 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. For provisions related to property maintenance of existing properties, refer to the City of Boynton Beach Code of Ordinances, Chapter 10, Article IV.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, Florida Building Code. Building, and Rule 61-41 Florida Administrative Code.

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.11 Flood Damage Prevention. City of Boynton Beach Land Development Regulations (LDR) shall be considered part of the requirements of this code relative to flood control. Conflicting requirements between the Florida Building Code and Chapter 4, Article X, Flood Prevention Requirements of the LDR shall be resolved in favor of the requirement that offers the greatest degree of flood damage prevention or alternatives that would provide an equivalent degree of flood damage prevention and an equivalent method of construction.

101.5 Building Official. Whenever, the Building Official is mentioned in the code, it is also intended to mean the Building Official's designee, wherever applicable.

101.6 Department. Whenever "department" or "department of building safety" is mentioned in this code, it is also intended to mean the City of Boynton Beach Building Division, where applicable.

SECTION 102
APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code Building to prevent the citing of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of part II (section 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m^2) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;

2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and

3. Is not connected to an off-site electric power or water supply.

(l) Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

However, these structures may be subject to local zoning and/or land development regulations.

102.2.1 In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of chapter 395, Florida Statutes, and part II of chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of chapter 395, Florida Statutes, and part II of chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code*,* Building for all residential buildings or structures of the same occupancy class.
7. The requirements of Florida Building Code, Existing Building Volume, are also satisfied.

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m^2) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12-month period.

c. Building and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the, Florida Building Code, Existing Building, the Florida Fire Prevention Code, or the City of Boynton Beach Code of Ordinances, Chapter 10, Article IV.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code and the City of Boynton Beach Code of Ordinances, Chapter 10, Article IV, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103
BUILDING DIVISION

103.1 Creation of enforcement agency. The Building Division is hereby created and the official in charge thereof shall be known as the Building Official.

103.2 Appointment. The Building Official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy Building Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official.

103.4 Restrictions on employees. (Reserved).

SECTION 104
DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The Building Official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official determines that the proposed work constitutes substantial Improvement or repair of substantial damage, and where required by this code, the Building Official shall require the building to meet the requirements of Section 1612 of the Florida Building Code, Building or Section R322 of the Florida Building Code, Residential and Article X. Flood Prevention Requirements.

104.3 Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

104.6.2 When the Building Official obtains a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to this code.

104.7 Division of records. The Building Official shall keep official records of applications received, Permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee or board member of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the Building Department.

104.10.1 Flood hazard areas. The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code and Article X. Flood Prevention Requirements to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed alternative meets all of the following:

1. The alternative material, design, or method of construction is satisfactory and complies with the intent of the provisions of this code, and
2. The material, method, or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
    2.1 Quality,
    2.2 Strength,
    2.3 Effectiveness,
    2.4 Fire Resistance,

2.5 Durability,
2.6 Safety, and
2.7 Level of Sanitation.

Where the alternative material, design, or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.12 Requirements not covered by this code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

SECTION 105
PERMITS

105.1 Required. Any contractor, owner or owner's authorized agent in accordance with chapter 489, Florida Statute who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building, tenancy or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing, fire protection systems, accessible elements, flood resistant elements, site drainage elements, the installation of which is regulated by this code or Part III, chapter 2, Article IV of the BBFL Code of Ordinances, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit(s).

105.1.1 Annual Facility permit. In lieu of an individual Permit for each Alteration to an Existing electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual Permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application

shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual permit is issued shall keep a detailed record of Alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated. The Building Official is authorized to revoke such permit, if code violations are found to exist.

105.1.3 Food permit. In accordance with 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the Local Floodplain Management Ordinance. As Determined by The Building Official, permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having a value of less than $2,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.
2. Cabinets and countertops with no reconfiguration for one- and two-Family Dwellings, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.
3. Temporary motion picture, television, and theater sets and scenery.
4. Traditional swings and other standard playground equipment accessory to detached one- and two-family dwellings, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.

6. In the case of roofing repairs, a permit may not be required for work having a value of less than $500, unless such work effects the structural integrity or secondary water barrier of the roof.

7. Sheds for single family dwelling/lot, having a size less than or equal to 6'X6' and 6' in height are exempt from building permits, but they may be subject to Zoning permits. Vinyl and other lightweight product sheds are intended to be removable and are not permanent structures, but they may be subject to Zoning permits.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles or repair and replacement of like for like common household electrical fixtures, switches, and outlets on the load side of the electrical source.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas, except as exempted by section 489.503(14), Florida Statutes.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Portable self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. The installation, replacement, removal or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. The replacement of common household plumbing fixtures to existing supply lines and outlets in one- and two-family dwellings. This does not include water heaters, bathtubs, or showers.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official. Notification shall be given to the Building Official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, addition of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the Building Department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate division of building safety. Accepted methods of electronic submission include, but are not limited to, submission of applications through an electronic fill-in form available on the division of building safety's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a non-electronic format, at the discretion of the Building Official.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public-school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public-school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition

or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under chapter 489, Florida Statutes to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water-cooling tower. The cost of the entire heating, ventilation and air-conditioning work is $47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

Exception:

Simplified permitting process for fire alarm system projects. —
(1) As used in this section, the term:
(a) “Contractor” means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes.
(b) “Fire alarm system project” means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire

communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.
(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a permit for a fire alarm system project, to submit a completed application and payment.
(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a permit for a fire alarm system project.
(3) A local enforcement agency must issue a permit for a fire alarm system project in person or electronically.
(4) A local enforcement agency must require at least one inspection of a fire alarm system project to ensure compliance with applicable codes and standards. If a fire alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
(5) A contractor must keep a copy of the plans and specifications at a fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

5. Electrical documents. See section 471.003(2)(h), Florida Statutes section. Any electrical system meeting the following thresholds are required to be designed by a Florida Registered Engineer. Any system which:

   (a) Requires an electrical system with a value greater than $125,000; and

   (b) Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system or any multi-phase system.

   Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in section 471.025, Florida Statutes.

   NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer.

6. All public swimming pools and public bathing places defined by and regulated under chapter 514, Florida Statutes.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, or for any 6 months (180 days) period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official

is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in chapter 440, Florida Statutes, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in sections 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

> **Disclosure Statement:** State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people

employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be issued by the Building Official for the construction, alteration, or relocation of any building, structure, or system impacting any street, alley or public lane, unless the applicant has received a right of way permit from the authority having jurisdiction over the right of way.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of any other federal, state and local laws, ordinances, codes and regulations. permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of any other federal, state and local laws, ordinances, codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months (180 Days) after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months (180 Days) after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation (renewal) of the original permit, is not obtained within six months (180 days) from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time

the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.5 Expiration. Every permit issued shall become inactive or expired pursuant to section 105.4.1 of this code, and shall be renewed pursuant to section 105.4.1.1 of this code before the work may resume. Permits that remain inactive or expired for more than six months (180 Days) shall lose all rights vested in the permit pursuant to section 105.4.1.2 of this code. In order to complete the work authorized under a permit which has loss all vested rights, the permit holder and property owner shall be responsible to either remove the work from the site or obtain a new permit to complete all work in accordance with the current code requirements and approved permitted plans. Inspections performed and accepted prior to expiration may be accepted subject to the discretion of the Building Official.

105.5.1 Additional options for closing a permit. Pursuant to section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1.) The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2.) The property owner may assume the role of an owner-builder, in accordance with sections 489.103(7) and 489.503(6), Florida Statutes.

3.) If a building permit is expired and its requirements have been substantially completed and no life safety issues exist as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4.) A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

105.5.1.1 For purposes of this section, the term "close" means that the requirements of the permit have been satisfied.

105.5.1.2 For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as listed in section 110.

105.5.2 Responsibility to Close Permits. Closing out or resolving open or expired permits shall be the responsibility of the permit applicant and the property owner. Failure to close out or resolve open permits may result in a referral of the matter to the Florida Department of Business and Professional Regulations, Construction Industry Licensing Board (CILB) or Palm Beach County Construction Industry Licensing Board (CILB), as applicable, and the Boynton Beach Community Standards Division.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

105.6.1 Arm's Length-Purchaser - Pursuant to section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

105.6.2 Discipline. Pursuant to section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed. However, the Building Official may elect to refer violations to the appropriate licensing authority for potential discipline.

105.6.3 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.4 Violation of code provisions. The Building Official may require correction or revoke the permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with section 713.135, Florida Statutes when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: **"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."**

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to section 105.3.6 "Asbestos Removal Contractor Exemption" of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection. This provision only applies to

the Florida Building Code, all other agency approvals necessary for construction must be secured prior to this provision being applied.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes. This provision only applies to the Florida Building Code, all other agency approvals necessary for construction must be secured prior to this provision being applied.

105.14 Permit issued on basis of an affidavit. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under part XII of chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under part III of chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code and the Building Official shall review and inspect those requirements.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this Code or Florida Building Code*,* Residential for new construction shall be provided.

Exception: Single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in section 161.54, Florida Statutes, or as defined in the Florida Building Code.

2. A change of occupancy as defined in the Florida Building Code.

3. A conversion from residential to nonresidential or mixed use pursuant to section553.507(2)(a), Florida Statutes, or as defined in the Florida Building Code.

4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with sections 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statute.

(b) “Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in section 489.505, Florida Statutes including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, Current Edition, or a new or existing low-voltage electric fence, and ancillary components or equipment attached to such a system or fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.

(c) “Low-voltage electric fence” means an alarm system, as defined in section 489.505, Florida Statutes, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.

(d) “Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of law, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project, and no further permit shall be required for the low-voltage alarm system project other than as provided in this section:

(a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.

(b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.

(c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.

(d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.

(e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.

(4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(5) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in section 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm system.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit any information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(6) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (8) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of sections 553.793(7) and (8), Florida Statutes.

(9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(11) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes

SECTION 106
FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m2), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by section 111 shall not be issued until the floor load signs, required by section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building or, structure, or any portion thereof, a load greater than is permitted by this code.

SECTION 107
SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by chapter 471, Florida Statutes, and Florida Administrative Code Rule 61G15, or chapter 481, Florida Statutes, 61G1 Florida Administrative Code. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the Building Official, in a format acceptable to the Building Official, and may require only one set of submittals.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a Registered Design Professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in chapter 481, Florida Statutes, Part II, or engineering as provided for in chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

107.1.1 A local government may not require a contract between a builder and an owner for the issuance of a building permit or as a requirement for the submission of a building permit application.

107.2 Construction documents. Construction documents shall be in accordance with sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents.
Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.1.1 For roof assemblies required by the code. The construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8-inch scale upon substantial paper, cloth or other acceptable medium. The Building Official may establish, through departmental policy, other standards for plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection systems(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in chapter 9, Florida Building Code.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit

discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions. (CA7834)

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The site plan shall include accessible parking and accessible routes as required by the FBC Accessibility when applicable. The Building Official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with section 1612.3.1. Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

107.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to section 553.77(5), Florida Statutes, and state approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Florida Administrative Code Rule 61-41.009, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. (See also Section 105.13 of this code.) The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. This provision only applies to the Florida Building Code; all other agency approvals necessary for construction must be secured prior to this provision being applied.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the

owner's authorized agent to engage and designate on the building permit application a registered design professional, who shall act as the registered design professional, in reasonable charge. If the circumstances require, the owner or the owner's authorized agent shall designate a successor registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The successor registered design professional in responsible charge licensed under chapter 471, Florida Statutes, shall comply with section 471.025(4), Florida Statute, and the procedures set forth in Florida Administrative Code Rule 61G15-27.001; or licensed under chapter 481, Florida Statutes, shall comply with section 481.221(6), Florida Statutes, and the procedure set forth in Florida Administrative Code Rule 61G1-18.002.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by Florida Administrative Code Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official.

Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official.

107.3.4.2 Certifications by contractors authorized under the provisions of section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under chapter 471, Florida Statutes, or chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
Parking
Fire access
Vehicle loading
Driving/turning radius
Fire hydrant/water supply/post indicator valve (PIV)
Set back/separation (assumed property lines)
Location of specific tanks, water lines and sewer lines
Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components:
Fire-resistant separations
Fire-resistant protection for type of construction
Protection of openings and penetrations of rated walls
Fire blocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:
Early warning smoke evacuation systems
Schematic fire sprinklers
Standpipes
Pre-engineered systems
Riser diagram

6. Life safety systems shall be determined and shall include the following requirements:
Occupant load and egress capacities
Early warning
Smoke control
Stair pressurization
Systems schematic
Safeguards during construction, as applicable

7. Occupancy load/egress requirements shall include:
Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stairs construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:
Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope (including section 107.2.4 of this code)
Impact resistant coverings or systems
Structural calculations (if requested)
Foundation
Flood requirements in accordance with section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:
Wood
Steel
Aluminum
Concrete
Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing

Deck coatings
Insulation
Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:
Site requirements
Accessible route
Vertical accessibility
Toilet and bathing facilities
Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:
Interior finishes (flame spread/smoke development)
Light and ventilation
(including corresponding portion of the energy code)
Sanitation

12. Special systems:
Elevators
Escalators
Lifts

13. Energy Code submittal

14. Swimming pools:
Barrier requirements
Spas
Wading pools

15. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding

Wiring methods and materials
GFCIs
Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment

3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

7. Load calculations

8. Design flood elevation

Plumbing

1. Minimum plumbing facilities

2. Fixture requirements

3. Water supply piping

4. Sanitary drainage

5. Water heaters

6. Vents

7. Roof drainage

8. Back flow prevention

9. Irrigation

10. Location of water supply line

11. Grease traps

12. Environmental requirements

13. Plumbing riser

14. Design flood elevation

15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the Energy calculations

2. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems

3. Equipment

4. Equipment location

5. Make-up air

6. Roof-mounted equipment

7. Duct systems

8. Ventilation

9. Combustion air

10. Chimneys, fireplaces and vents

11. Appliances

12. Boilers

13. Refrigeration

14. Bathroom ventilation

15. Laboratory

16. Design flood elevation

17. Smoke and/or Fire Dampers

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines)
Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke and/or carbon monoxide alarm detector locations
5. Egress:
   Egress window size and location stairs construction requirements
6. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)

Termite protection

Design loads

Wind requirements

Building envelope

Structural calculations (if requested)

Foundation

Wall systems

Floor systems

Roof Systems

7. Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

8. Accessibility requirements: show/identify accessible bath

9. Impact resistant coverings or systems

10. Residential Energy Code submittal (including calculation and mandatory requirements)

11. Electrical**:**

Electric service riser with wire sizes, conduit detail and grounding detail

Complete load calculations, Panel schedules

12. Mechanical:

Equipment and location, Duct systems

13. Plumbing:

Plumbing riser

14. Gas:

Gas piping

Venting

Combustion air

Chimneys and vents

Appliances

Type of gas

Fireplaces

LP tank location

Riser diagram/shutoffs

15. Swimming Pools

Barrier requirements

Spas

Wading pools

Manufactured buildings/housing -

1. Site requirements
   Setback/separation (assumed property lines)

   Location of septic tanks (if applicable)

2. Structural
   Wind zone

   Anchoring

   Blocking

3. Plumbing
   List potable water source and meter size (if applicable)

4. Mechanical
   Exhaust systems

   Clothes dryer exhaust

   Kitchen equipment exhaust

5. Electrical exterior disconnect location

Exemptions.

Plans examination by the Building Official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.;
2. Reroofs (as determined by Building Official);
3. Minor electrical, plumbing and mechanical repairs;

4. Annual maintenance permits;
5. Prototype plans: Except for local site adaptions, siding, foundations and/or modifications. Except for structures that require waiver; or
6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of chapter 468, and that any person conducting inspections is qualified as a building inspector under part XII of chapter 468, Florida Statutes. Nothing shall preclude plan review or inspections by the Building Official (See also section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in section 553.791 (7), Florida Statutes.

107.6.1 Building permits issued on the basis of an affidavit in special flood hazard areas. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Part 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the Building Official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

SECTION 108
TEMPORARY STRUCTURES AND USES

108.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in section 3103.

108.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure to be removed and the use to be discontinued.

SECTION 109
FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.1.1 Other fees. A permit shall not be issued until all other fees associated with said permit are paid. Other fees may include additional fees, penalty fees, water and sewer capital facility fees, City Park & Recreation fees, Fire Division fees, City Green Building Fee, Palm Beach County Impact fees and State of Florida fees. Water and sewer facility fees are established in chapter 26 of the City of Boynton Beach Code of Ordinances. The Fire Division fees are established in chapter 9 of the City of Boynton Beach Code of Ordinances. The City Green Building fee is established in the City of Boynton Beach Code Land Development Regulations Chapter 2, Article 1, Section 5. The city may elect to collect Palm Beach County Impact fees that include fees for Roads, Public Buildings, Schools and Parks. The city collects State of Florida surcharge fees for the Radon Trust Fund (Radon) and Building Code Administrators and Inspectors Fund (BCAIF). When applicable, the administrative portion of the Art in Public Places fee (30% of the total Art fee) is due prior to permit issuance.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. For permitting purposes, the applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work or total replacement value of work, including materials and labor for which the permit is being issued, such as structural, electric, plumbing, mechanical, interior finish, relative site work, architectural and design fees, overhead and profit; excluding only land value. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval. Valuation references may include the latest published data of national construction cost analysis services, such as, Marshall-Swift, Means, etc., as published by International Code Congress. Final building permit valuation shall be set by the Building Official.

109.3.1 Exemptions.

Manufacturing Equipment:

For the purposes of calculating permit fees the cost of equipment used in the process of manufacturing a product shall be exempt from paying permit fees for any portion of the cost greater than $10,000 dollars if the following criteria are met:

1. Equipment must have a replacement cost and/or purchase cost greater than $10,000 dollars per each piece of equipment to be exempted.
2. Equipment must be purchased directly by the owner.
3. Equipment cannot not be an integral part of the building, building envelope, building system, and/or essential to the operation of the building.
4. The nature of equipment shall be that if a business was to cease to exist or relocate the equipment would be easily removed from the building.

Note:

All, electric, piping, mounting, structural connections, attachment of auxiliary equipment necessary to operate the manufacturing equipment will be included in permit valuation and subject to permit fees.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permit(s) or without prior approval from the Building Official as permitted in sections 105.2.2 or 105.12 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within one (1) business day and any unreasonable delay in obtaining those permit(s) shall result in the charge of a quadruple fee. The payment of a quadruple fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing to two times the fee.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.6 Refunds. The Building Official is authorized to establish and publish a refund policy through local ordinance or resolution.

SECTION 110
INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain exposed and provided with access for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the Building Official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The Building Official may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of division inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their

licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance to chapter 468 Florida Statues; or licensed under chapter 471 or 481, Florida Statutes.

The Building Official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;
2. For all major structural alterations;
3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;
4. For pile driving;
5. For buildings with an area greater than 20,000 square feet;
6. For buildings more than two stories in height; or
7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance**.** Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under chapter 468, part XII, Florida Statutes may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the Building Official, and including a code compliance opinion of the resident inspector.

At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the Building Official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the Building Official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the Building Official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the Building Official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the

contractor to obtain the services of a registered Florida Professional Engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of 44CFR59 and 44CFR60 and the local flood damage prevention ordinance.

110.1.4 No inspection shall be made until sanitary facilities have been provided, as required in section 311.1 of the Florida Building Code Plumbing.

110.2 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The Building Official upon notification from the permit holder or his or her agent shall make the following inspections, and such other inspections as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

A. Building

1. Foundation inspection. To be made after trenches are excavated, forms erected, and required reinforcing steel is in place. The Foundation inspection shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling and pile caps
- Footings/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the Building Official as per Chapter 4, Article X, Flood Prevention Requirements of the LDR. Any locations outside of the flood hazard area the contractor shall meet the minimum requirements for Habitable Finish Floor above the crown of the road per Chapter 4, Article X, Flood Prevention Requirements of the LDR.

2. Construction Inspections

2.1 Lintel/tie beams/columns/masonry units. To be made after masonry units, forms, reinforcing steel, shoring, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed.

2.2 Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Floor sheathing
- Sheathing fasteners
- Roof/wall dry-in.
- Gypsum board, as required
- Sheathing/cladding inspection

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and corrected prior to installation of the dry-in material.

Exception: ring shank nails shall be bent over and a new fastener installed.

2.3 Roofing inspection. Shall at a minimum include the following building components:

- Dry-in
- Insulation
- Roof coverings (including in-progress)
- Flashing
- Sheathing

2.4 Re-Roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing

fasteners as required by the Existing Building Code may be accepted at the discretion of the Building Official.

2.3 Framing inspection. To be made after the roof deck or sheathing, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

- Window/door framing and installation.
- Vertical cells/columns complete, if applicable
- Lintel/tie beams complete, if applicable.
- Framing/trusses/bracing/connectors (including truss layout drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Fire resistant assemblies, joints and penetrations, as required
- Accessibility.

3. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
    - Exterior wall coverings and veneers
    - Soffit coverings

4. Insulation Inspection. To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal. Includes wall and ceiling insulation, thermal and ignition barriers.

5. Lath/Drywall. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire resistance rated assembly or a shear assembly, unless otherwise determined by the Building Official.

6. Final inspection. To be made after the building, including all sub-trade inspections, are completed and ready for occupancy.

6.1**.** Elevation Certificate. As part of the final inspection, an elevation certificate shall be submitted to the authority having jurisdiction.

6.2. A final survey prepared and certified by a registered surveyor may be required at time of final inspection, when applicable.

7. Swimming pool inspection.

- First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.
- Underground electric inspection
- Underground piping inspection, including a pressure test
- Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in placed.
- Final pool piping.
- Final electric inspection to be made prior to filling the swimming pool with water.
- Final permanent barrier inspection to be made prior to filling the swimming pool with water.
- Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.
- In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in section 454.2.17 of this code.

8. Demolition inspections.
    - First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
    - Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The division of building safety shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see section 423.27.20 of this code).

10. Where impact-resistant coverings or impact resistant systems are installed, the Building Official shall schedule adequate inspections of impact-resistant coverings or impact resistant systems to determine the following:
    - The system indicated on the plans was installed.
    - The system is installed in accordance with the manufacturer's installation instructions and the product approval.

B. Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.

3. Low Voltage: To be made for security, alarm, elevator, and special uses.

4. Final inspection. To be made after the building electrical system is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

5. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

C. Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

   Includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

   Note: See section 312 of the Florida Building Code, Plumbing, for required tests.

D. Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

   Includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

E. Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

   Includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

F. Site Maintenance

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and maintained in a safe condition at all times as not to become a safety hazard to workers or city staff.
2. All debris shall be kept in a secure manner as to prevent it from being spread to adjacent properties or the public right of way by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.
Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification shall be submitted to the Building Official.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

110.3.7 Fire- and smoke-resistant penetrations.
Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partition shall not be concealed from view until inspected and approved.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with Florida Building Code*,* Energy Conservation and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in sections 110.3 through 110.3.7, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the division of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Inspections prior to issuance of Certificate of Occupancy or Completion. The Building Official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the Building Official or designee shall give first priority to inspections of the construction, addition, or renovation to, any facilities owned or controlled by a state university, state community college or public-school district.

110.3.12 Final inspection. The final inspection shall be made after all work required by the building permit(s) is completed.

110.3.12.1 Flood hazard documentation. If located in a flood hazard area, shall be submitted to the Building Official prior to the final inspection.

110.3.12.2 Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.13 Termites. Building components and building surroundings required to be protected from termite damage in accordance with section 1503.7, or section ~~2304.13~~ 2304.12, ~~or section 2304.11.6,~~ specifically required to be inspected for termites in accordance with section 2114, or required to have chemical soil treatment in accordance with section 1816 shall not be covered or concealed until the release from the Building Official has been received.

110.3.14 Impact resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.

2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under section 553.71(7), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under chapter 471, Florida Statutes, as an engineer or under chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected, and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable

fire-safety standards as determined by the local authority in accordance with this section and chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The division of building safety may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, section 553.73, Florida Statutes, without duplicative inspection by the division of building safety. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of chapter 468, Florida Statutes, or certified as a special inspector under chapters 471 or 481, Florida Statutes. Inspections of threshold buildings required by section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

110.9 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage run-offs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector in order to receive approval of the final inspection.

110.10 Storm Shutter Placement. After the termination of such periods of time that had been designated by the National Weather Service as being a hurricane watch or warning, hurricane protective devices installed on occupied buildings which impede required egress or required light and ventilation shall be removed within 15 days.

110.10.1 Securing construction sites. During such periods of time as the National Weather Service has issued a severe weather advisory that is in effect for Palm Beach County, are deemed sufficient notice to the contractor and/or owner of any active or inactive construction project, the contractor and/or owner shall be responsible for securing loose construction debris and loose construction materials against the effects of hurricane force winds.

110.10.2 The contractor and/or owner of any active or inactive construction project shall be responsible to secure or remove materials that are not fastened or secured to the ground or any permanent structure. Materials stockpiled on top of any structure under construction shall be permanently installed by the property owner or contractor upon a hurricane watch; however, in the event such installation cannot be timely completed, then the contractor and/or owner shall:

a. Band together the construction materials and fasten them to the top of the structure in such a manner so as not to present a threat of their becoming airborne during severe weather; or
b. Remove the construction materials from the top of the structure and fasten down to the ground; or
c. Remove the construction materials from the job site; or
d. Store the construction materials inside an enclosed secure structure.

110.10.2.1 For the purposes of this section, "severe weather advisory" shall be defined as any one of the following: a tropical storm warning, a hurricane watch, or a hurricane warning.

110.11 Building Recertification

110.11.1 Existing Building Recertification. Maintaining the structural integrity of a building throughout the life of the building, in order to ensure that buildings are structural and electrical service system are sound so as to not pose a threat to the public health, safety, or welfare. Building Recertification inspections shall be for the purpose of determining the structural & electrical service system of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical service system(s) pursuant to the Building Code.

110.11.1.1 Backlog. Due to the initial backlog of buildings required to be recertified, the Building Official shall establish a completion schedule for recertification, which shall be based upon factors that may include, but shall not be limited to, the age, location, construction materials, occupancy load, and function of a building. This completion schedule shall include a recertification deadline for each building for which recertification is required and may be amended by the Building Official as necessary or advisable.

110.11.1.2 Nothing in this section shall be construed to prevent or limit the Building Official's authority to inspect, order inspections or reports, or abate unsafe conditions at existing buildings outside of the requirements of this section, including, but not limited to, the Building Official's authority pursuant to section 116 Unsafe Structures and Equipment of this chapter.

110.11.2 Public Records. Building Recertification inspection reports and other information received by the City in connection with the Building Recertification inspections shall be available to the public consistent with the requirements of Florida Statute 119.

110.11.3 Inspection professional. The inspecting professional(s) shall have a right of entry into all areas he/she deems necessary to comply with the Building Recertification inspection.

110.11.4 Definitions.

Condominium/Cooperatives. An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a Residential Condominium association as defined under Florida Statute 718 and Residential Cooperative association as defined under Florida Statute 719.

Building age. Means the time period since the issuance of a certificate of occupancy or, where adequate records are not available to determine when a certificate of occupancy was issued, shall be determined by the Building Official based on the best available evidence.

Milestone inspection. Means a structural inspection, required under section 553.899, Florida Statutes, of a building, including an inspection of the electrical system, load-bearing elements, the primary structural members and primary structural systems as those terms are defined in s. 627.706, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural and electrical components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any electrical or structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code, National Electrical Code or the Fire Safety Code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

Owner. Means the fee simple title holder of the land on which a building subject to Building Recertification inspection is situated or, in the case of condominium or cooperative type of ownership, shall mean the person or entity responsible for the structure and common systems of a building subject to Building Recertification inspection.

Substantial structural deterioration. Means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

Threshold Building. In accordance with section 553.71, Florida Statute, means any building which is greater than 3 stories or 50 feet in height, or which has an assembly occupancy classification that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.

110.11.5 Required Building Recertification Inspection. An owner or owners of a Threshold building or that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium association under chapter 718 or and a residential cooperative association under chapter 719 must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 25 years of age before July 1, 2022, the building's initial milestone inspection must be performed before December 31, 2024. If a building reaches 25 years of age on or after July 1, 2022, and before December 31, 2024, the building's initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

1. Threshold buildings within Boynton Beach City limits, a milestone inspection must be performed by December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

2. Condominium associations and Cooperative associations within Boynton Beach City limits, that are three stories or more in height, a milestone inspection must be performed by December 31st of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

Exceptions:

a) Single-family, two-family, three-family and Townhomes with three or fewer habitable stories above ground.
b) State or University and Palm Beach County School buildings.
c) U S Government, State of Florida, Palm Beach County and local municipal buildings.

110.11.5.1 Subsequent Building Recertification inspections shall be required at ten (10) year intervals from the date of the 25th anniversary of existence of buildings or structures regardless of when the inspection report for same is finalized or filed.

110.11.5.2 The Building Official may accept phase one and phase two inspection reports prepared by a licensed Architect or Engineer for a structural integrity and condition inspection of a building performed before July 1, 2022 and if the report(s) substantially comply with the requirements per section 110.11.9. The inspection for which an inspection report is accepted by the Building Official under this paragraph is deemed a milestone inspection for the applicable requirements per section 110.11. If the inspection report(s) is accepted by the Building Official the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted inspection report(s).

110.11.6 Inspection Procedures. Procedures established herein are basic guidelines for Building Recertification inspections. These guidelines shall not be construed as permitting the removal or non-maintenance of any existing devices or safeguards unless authorized by the Building Official.

110.11.6.1 In addition to the requirements set forth in this section, the Building Official shall provide Building Recertification inspection Guideline for Structural and Electrical reports and criteria for the Building Recertification inspection and the applicable inspections and report(s), which shall be mandatory.

110.11.6.2 Duty to Report. Any engineer or architect who performs an inspection of an existing building or structure has a duty to report to the Building Official any findings that, if left unaddressed, would endanger life or property no later than ten (10) days after informing the building owner of such findings unless the engineer or architect is made aware that action has been taken to address such findings in accordance with applicable code. However, if such engineer or architect finds that there are conditions in the building or structure causing an actual or immediate danger of the failure or collapse of a building or structure, or there is a health, windstorm or fire hazard, such engineer or architect shall report such conditions to the Building Official within twenty-four (24) hours of the time of discovery.

110.11.6.3 The Building Official may revoke any recertifications if the Building Official determines that the written recertification report contains any misrepresentation of the actual conditions of the building or structure.

110.11.7 Inspection Notification. Upon determining that a building must have a Building Recertification inspection, the Building Official shall provide written notices of such required inspection to the owner, by certified mail, return receipt requested not less than one year (365 calendar days) prior to the recertification anniversary year, and may provide such additional notice as the Building Official deems appropriate and useful.

110.11.7.1 Unclaimed Notice. In the event that the Notice of Building Recertification is returned unclaimed, said Notice shall be posted by the Building Official at the building. Failure to receive notice of any required inspection shall not relieve the Owner of its obligations pursuant to this section.

110.11.8 Required Recertification Inspections. Within 180 calendar days after receiving the written notice, per section 110.11.7, the owner or owners of the building, must complete Phase One of the Building Recertification inspections. For purposes of this section, completion of Phase One of the Building Recertification means the licensed Engineer or Architect who performed the Phase One inspection submitted electronically with a verifiable digital signature as described in section 668.001, Florida Statutes.

110.11.8.1 Phase One Building Recertification Inspection. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice as specified in section 110.11.7. The licensed Architect or Engineer authorized to practice in

this state shall perform a visual examination of the electrical service system, habitable and non-habitable areas of a building, including but not limited to, all improved balconies, guardrails, the major structural components of a building or structure and provide a qualitative assessment of the structural and electrical conditions of the building.

(i) If the building or structure is not a threshold building as defined by the Florida Building Code, such report must be prepared by a Professional Engineer or Architect registered in the State of Florida.

(ii) If the building or structure is a Threshold Building, as defined above, then (a) the structural portion of such report must be prepared by a Professional Engineer registered in the State of Florida ~~specializing in structural design~~; and (b) the electrical portion of such written report must be prepared by a Professional Engineer registered in the State of Florida ~~specializing in electrical design~~. A self-qualification letter shall be submitted as part of the structural report for threshold buildings, stating that the engineer is a practicing structural engineer and has worked with buildings equivalent to the building being certified and shall be accompanied by proof of the engineer's state Department of Business and Professional Regulation (DPBR) structural specialization.

110.11.8.1.1 If the Architect or Engineer finds no signs of electrical service system or substantial structural deterioration to any electrical service system or building components under visual examination, Phase Two Building Recertification inspection is not required.

110.11.8.1.2 The Architect or Engineer who completes a Phase One Building Recertification inspections shall prepare and submit to the Building Official, the Building and Electrical Recertification Inspection report and any additional comments or observations of the conditions of the building.

110.11.8.2 Phase Two Building Recertification Inspection. Phase Two Building Recertification inspections must be performed if any electrical service system or substantial structural deterioration is identified during Phase One Inspection. A Phase Two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is electrically and structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building and electrical service system. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure.

110.11.8.2.1 If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection.

110.11.8.2.2 The Architect or Engineer who completes a Phase Two Building Recertification inspection shall prepare and submit to the Building Official, the Building and Electrical Recertification Inspection report and any additional comments or observations of the conditions of the building.

110.11.9 Building Recertification Report. The owner of a building or structure subject to Building Recertification inspections shall furnish, or cause to be furnished, Building Recertification inspection forms, photographs and additional supporting documents to the Building Official, prepared by a Professional Structural Engineer, Electrical Engineer or Architect registered in the State of Florida, attest and certify that each such building or structure is structurally and electrically safe, or has been made structurally and electrically safe for the specified use for continued occupancy, in conformity with the Building and Electrical Recertification Inspection Guidelines as provided by the Building Official. Both Structural and Electrical reports must be submitted together.

110.11.9.1 Any and all drafts/versions. of the report, or portions of the report, that are provided to the owner shall also be provided to the Building Official.

110.11.9.2 Reports. The structural and electrical service system inspection reports must, at a minimum, meet all of the following criteria including the required information from Building and Electrical Guidelines as provided by the Building Official:

1. Name of Inspection Firm or individual, Inspection date, Inspection made by, address, email and phone number

2. Bear the seal and signature, or electronically signed, of the licensed engineer or architect who performed the inspection.

3. Indicate the manner and type of inspection, Phase one or Phase two, forming the basis for the inspection report.

4. Building/structure address, property control number, legal description, owners name, owner mailing address and phone number

5. Reasonably known age of building, number of stories and square footage

6. Construction type and Occupancy classification in accordance with Building Code edition

7. Identify any electrical service system and substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

8. State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code or National Electrical Code, were observed.

9. Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration or the electrical service system unsafe.

10. Identify and describe any items requiring further inspection and supporting documentation.

110.11.10 Administrative Review. The Building Official and Floodplain Manager will perform an administrative review of the Building Recertification inspection reports to determine whether it satisfies the requirements of this section and chapter 4 article X City of Boynton Flood ordinance. If the Building Official determines that the Building Recertification inspection reports do not satisfy the applicable requirements, the Building Official will notify the owner of the deficiencies in writing within 30 days of submittal and the owner shall have 30 calendar days from such determination to make necessary changes to the report and resubmit for review. Up to three resubmittals are allowed in order to reach a determination that the requirements have been satisfied.

110.11.10.1 If after the third resubmittal, the Building Official determines that the Report(s) do not satisfy the requirements, the matter shall be automatically sent to the Special Magistrate or Code Enforcement Board, as appropriate.

110.11.11 Repair plan and schedule. In the event the electrical service system, structural repairs or modifications are found by the Architect or Engineer retained by the building owner to be necessary as documented by the Phase Two Inspection report, the owner shall have 60 calendar days from the date the Building Recertification inspection reports is determined by the Building Official to satisfy the requirements of this section.

110.11.11.1 The owner shall submit a plan to correct the deficiencies ("repair plan"), which repair plan shall include a detailed proposed schedule to complete said repairs, including a schedule for submittal of application(s) for any required permit(s). The repair plan, including the schedule for completion of repairs, shall be subject to review and approval by the Building Official.

110.11.11.2 The owner shall have a total of 180 calendar days from the date of the Building Recertification inspection reports is determined by the Building Official to satisfy the requirements of this section, unless otherwise specified by the Building Official, in which to permit and correct the structural and electrical service system deficiencies that pose an immediate threat to life, health, safety or where failure of a critical component is imminent.

110.11.11.2.1 Once the corrections have been completed, the Engineer(s), or Architect shall re-inspect the areas noted on the original report and shall provide the building owner with an electronically signed letter, stating all corrections have all been completed. The building owner shall submit that letter to the Building Official.

110.11.11.2.2 For deficiencies that cannot be corrected within 180 calendar days, the time frame may be extended when a time frame is specified by the Professional Engineer or Registered Architect and approved by the Building Official. Such extension shall be contingent on maintaining an active building permit as specified in section 105.4.1 Boynton Beach Administrative Code.

110.11.11.3 Repairs or modifications of deficient conditions that are incidental and non-life threatening shall be completed within a time frame as specified by the inspecting Professional

Engineer or Registered Architect and approved by the Building Official. All repairs or modifications shall be completed in conformance with all applicable Sections of the Florida Existing Building Code and the National Electrical Code.

110.11.11.3.1 The Florida Existing Building Code will specify whether the repairs or modification can be made under the code in effect when the building was originally permitted or the code currently in effect.

110.11.12 Repair or Modification Requirements. In the event an owner fails to timely furnish the Building Official with a recertification report, seek an extension to furnish a recertification report, or comply with repair or modification requirements as determined from the Building Recertification inspection reports as set forth herein the structure may be deemed to be unsafe and unfit for occupation. Such findings shall be reviewed by the Building Official and may be sent to the Special Magistrate or Code Enforcement Board, as appropriate.

110.11.12.1 Emergency Hearing. The Building Official may elect the choice of either a Special Magistrate or Code Enforcement Board as set forth under chapter 162, Florida Statutes to conduct an emergency hearing if any of the following occurs;

1. The owner, fails to submit the Building Recertification inspection reports by the required deadline per section 110.11.8 and 1110.11.8.2.1

2. The Building Official determines the owner failed to make required changes and resubmit the report within required time frames per sections 110.11.10 and 110.11.10.1 does not satisfy the requirements of sections 110.11.10 and 110.11.10.1

3. The owner, fails to submit the Repair Plan and Schedule by the required time frames per section 110.11.11

4. The Building Official may prescribe timelines and penalties with respect to compliance with this section.

5. The Building Official determines that the written recertification report contains any misrepresentation of the actual conditions of the building or structure.

110.11.13 Building Recertification fees. For each building or structure to be Recertified, the application, resubmittal and extension fees shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

110.11.14 Permit fees. In the event the electrical service system, structural repairs or modifications are required, a permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid, in accordance with the schedule as established by the applicable governing authority.

110.11.15 Appeals Procedure. The Building Board of Adjustments and Appeals shall have the power, as further defined in section 113 of the Boynton Beach Administrative Amendments to hear appeals of

decisions and interpretations of the Building Official relating to the Florida Building Code and local amendments, including decisions of the Building Official related to Building Recertification and of the Floodplain Administrator relating to flood damage prevention and floodplain management codes contained in Chapter 4, Article X, Code of Ordinances.

110.11.15.1 Decisions and Interpretations. The permit holder, or the owner of a building subject to Building Recertification may appeal the applicable decision of the Building Official or Floodplain Administrator to the Building Board of Adjustments and Appeal whenever one of the following conditions are claimed to exist:

1. The Building Official determined, the submittal of the Building Recertification inspection reports by the required deadline per section 110.11.9

2. The Building Official determined, after three submittals, that the Building Recertification inspection report submitted pursuant to per sections 110.11.9 and 110.11.9.2 did not satisfy the requirements of that section.

3. The Building Official determined the submittal of the Repair Plan and Schedule by the required deadline per sections 110.11.11

4. The Building Official or Floodplain Administrator rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or electrical service system;

5. The provisions of this building code do not apply to this specific case

6. That an equally good or more desirable form of installation can be employed in any specific case, which the Building Official or floodplain administrator has rejected or refused.

7. The true intent and meaning of this building code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

110.11.15.2 Ineligible appeals.

11. The Building Board of Adjustments and Appeal shall not consider an application for an appeal from the provisions of this building code, or grant relief from the provisions thereof, when such authority is vested in another board or the City Council.

2. No application shall be accepted by the City if a similar request for an appeal has been considered by the Board and denied at any time within 180 calendar days immediately prior to the date the application is submitted.

110.11.16 Extensions. The Building Official may issue an extension of not more than 60 calendar days to submit a recertification report or to obtain any necessary permits upon a written extension request from an engineer or architect. Such request upon showing good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a

contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension. Such request must contain a signed and sealed statement from the engineer or architect that the building may continue to be safely occupied.

SECTION 111
CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the division of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.

3. The name and address of the owner or the owner's authorized agent.

4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction

7. The name of the Building Official.

8. The edition of the code under which the permit was issued.

9. The use and occupancy, in accordance with the provisions of chapter 3.

10. The type of construction as defined in chapter 6.

11. The design occupant load.

12. If an automatic sprinkler system is provided, whether the sprinkler system is required.

13. Any special stipulations and conditions of the building permit.

111.3 Temporary/partial occupancy. The Building Official is authorized to issue a temporary/partial certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period of 30 days during which the temporary certificate of occupancy is valid.

111.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

111.6 Fixturing and Stocking. The Building Official is authorized to issue approval for fixturing, stocking, training, or decorating, when appropriate, to allow the builder to prepare the structure for permanent occupancy. The building may not be open to the general public or be used for the transaction of any commerce. Such approval must be conditioned upon the approval of the Fire Marshal, when applicable.

111.7 Digital Submittal Requirements for New Construction.

111.7.1 Building Footprints. The Building Official is authorized to require the submittal of digital shape (PDF) files, in a specific format, depicting a geo-referenced footprint with elevation for all new structures as a condition of the issuance of a Certificate of Occupancy.

111.7.2 Subdivision Topography. The Building Official is authorized to require the submittal of electronic topographical data for all new subdivisions over five acres or five lots for the purposes of updating and maintaining the community's flood maps.

SECTION 112
SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official.

112.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113
BUILDING BOARD OF ADJUSTMENT AND APPEALS

113.1 Appointment. There is hereby established a board to be called the Building Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The applicable governing body shall appoint the Board.

113.2 Membership and Terms.

113.2.1 Membership. The Building Board of Adjustment and Appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include**,** to the greatest extent possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he or she has a personal or financial interest.

113.2.2.1 Terms. The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed,

shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

113.2.2.2. Removal from office. Members shall be automatically removed for lack of attendance. Lack of attendance is defined as a failure to attend three (3) consecutive meetings or a failure to attend more than one-half of the meetings scheduled during a calendar year. Participation for less than three-fourths of a meeting shall be the same as a failure to attend a meeting. Members removed pursuant to this provision shall not continue to serve on the board and such removal shall create a vacancy.

113.2.3 Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the Building Official, not less than four affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

113.2.4 Secretary of board. The Building Official or his/her authorized representative shall act as secretary of the board and shall make a record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

113.3 Powers. The Building Board of Adjustments and Appeals shall have the power, as further defined in 113.4 of this code, to hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes.

113.4 Appeals.

113.4.1 Decision of the Building Official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the Building Official to the Building Board of Adjustment and Appeals whenever any one of the following conditions are claimed to exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

2. The provisions of this code do not apply to this specific case.

3. That an equally good or more desirable form of installation can be employed in any specific case, which the Building Official has rejected or refused.

4. The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.4.2 Variances. The Building Board of Adjustments and Appeals, when upon written request, has been so appealed to and after a hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.

2. That the special conditions and circumstances do not result from the action or inaction of the applicant.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service system.

4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.

5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety and general welfare.

113.4.2.1 Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

113.4.3 Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. Appeals shall be in a form acceptable to the Building Official.

113.4.4 Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the Building Official, is unsafe, unsanitary or dangerous, the Building Official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

113.5.1 Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman, subsequent to a request to call a meeting by the secretary. The board shall meet within 30 calendar days after notice of appeal has been received.

113.5.1.1 Rules of Evidence. Formal rules of evidence shall not apply, but fundamental due process should be observed and govern the proceedings. Upon determination by the chairman, irrelevant,

immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonable, prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form. The Board may request certain evidence from the petitioner to be provided by an architect or engineer registered in the State of Florida, in which case, said evidence shall be signed, sealed, and dated.

113.5.1.2 Testimony. Any member of the Board or the attorney representing the Board may inquire of, or question, any witness before the Board. Any member of the Board, the petitioner or his/her attorney, and/or the Building Official shall be permitted to inquire of any witness before the Board. The Board may consider testimony presented by the Building Official, the petitioner, or any other witness.

113.5.2 Decisions. The Building Board of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the Building Official or varies the application of any provision of this code, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

113.6 Local Construction Regulation Board. The local government may also utilize this Board to convene as the Local Construction Regulation Board (LCRB), as provided in section 489.113, Florida Statute. The LCRB may deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if the LCRB has found such contractor, through public hearing, to be guilty of fraud or a willful building code violation within the county or municipality that the LCRB represents. The LCRB may also, deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if it has proof through the public hearing process, that a contractor has been found guilty in another county or municipality within the past 12 months, of fraud or a willful building code violation and after providing notice of an opportunity to be heard to the contractor, finds that such fraud or violation would have been fraud or a violation if committed in the county or municipality that the LCRB represents. Notification of and information concerning such permit denial shall be submitted to the division within 15 days after the LCRB decides to deny the permit.

SECTION 114
VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The Building Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

114.5 **Enforcement.** Nothing in this section shall prevent the authority having jurisdiction from imposing fines, liens, or seek injunctive relief, or exercising other enforcement powers as permitted by law. Code enforcement and penalties of chapter 162, part I, Florida Statutes, shall be authorized if building work begins without payment of all required fees, and for the purposes of enforcing this code, code officials licensed under chapter 468 part XII, Florida Statute are deemed “Code Inspectors,” as defined in section 162.04, Florida Statute.

SECTION 115
STOP WORK ORDER

115.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner’s authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116
UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the Building Official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with this Code. The extent of repairs shall be determined by the Building Official. When the Building Official determines that an unsafe building, structure, or service system cannot be reasonably repaired in accordance with this or the technical codes, it shall be demolished in accordance with this section.

116.1.1 When the Building Official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system *A* written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof.

116.1.1.1 In addition to the written notice being sent by certified mail, return receipt requested to the record owner(s) of the real property upon which the unsafe building, structure, system is located, the Building Official shall post a copy of the notice in a conspicuous place in City Hall, upon the building, structure or system, and a copy shall be recorded in the public records of Palm Beach County.

116.1.1.2 In addition, a copy of the notice, as outlined in this sub-section, shall be published simultaneously for two consecutive weekends in a newspaper of local circulation. Such notice shall be substantially in the following form:

NOTICE OF INTENT TO DEMOLISH OR SUBSTANTIALLY REPAIR AND INSPECT

(Insert Date of Notice)

The owner or other interested parties for the structure located at (address), are hereby notified that the City of Boynton Beach, Florida will proceed to have the building, structure or system repaired, demolished or removed (insert stipulated time) after the date of this

Notice, if said building, structure or system is not substantially repaired, demolished or removed by that date. All costs incurred by the City in connection with the repair, demolition or removal will be assessed against the property.

If, as a result of this Notice, the building, structure or system is substantially repaired, demolished, or removed by the owner, notice is hereby given that work to abate the unsafe condition requires building permits and inspections for code compliance, and all related fees are required to be paid prior to performing the work or receiving certification of code compliance.

To request an extension of time, the owner should contact (Contact Person and Phone Number) within ten (10) days of the date of this Notice. Said request for extension must be made in writing to the Building Official.

An affected owner or duly authorized agent has the right to appeal this action to the Building Board of Adjustment and Appeals. An application of appeal should be filed in writing and hearing costs paid by the affected owner or duly authorized agent, at the City of Boynton Beach Building Division Office, within (insert stipulated time) of the date of this Notice. The fee to cover hearing costs shall be established by ordinance.

116.1.1.3 Evidence that an attempt has been made to hand deliver or mail the Notice, as provided herein, together with a copy of the recorded "Notice of Intent to Demolish or Substantially Repair and Inspect" at the Clerk of the Court Office, and proof of publication, shall be sufficient to show that the notice requirements of this Section have been met, without regard to whether or not the owner actually received said notice.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the Building Official. The Building Official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the Building Official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the Building Official, after having ascertained the cost may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such

action does not create a continuing obligation on the part of the Building Official to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the Building Official shall be final in cases of emergency, which, in the opinion of the Building Official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose, he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Reserved.

116.3 Administrative fines; costs to repair; liens. Costs incurred under sections 116.1.3 and 116.1.4 shall be charged to the owner of the premises involved. If charges are not paid within a ten (10) day period following mailing of the billing notification sent by certified mail, the owner of the premises will be charged in the following manner:

1. The Building Official shall assess the entire cost of such vacation, demolition, securing, or removal against the real property upon which such cost was incurred, which assessment shall include but not be limited to all administrative costs, postal expenses, and shall constitute a lien upon such property superior to all others except taxes.

2. The Clerk of the Circuit Court shall file such lien in the County's Official Record Book showing the nature of such lien, the amount thereof and an accurate legal description of the property, including the street address, which lien shall be effective from the date of filing and recite the names of all persons notified and interested persons. After three (3) months from the filing of any such lien which remains unpaid, the governing body may foreclose the lien in the same manner as mortgage liens are foreclosed. Such lien shall bear interest from date of abatement of nuisance at the rate of ten (10) percent per annum and shall be enforceable if unsatisfied as other liens may be enforced by the governing agency.

116.4 Appeal. The owner, agent, or person in control of an unsafe structure or system shall have the right to appeal the decision of the Building Official, as provided hereinafter, and to appear before the Building Board of Adjustments and Appeals at a specified time and place to show cause why they should not comply with said notice. Applicant shall apply for stay of demolition to the Construction Board of Appeals within 30 days of Unsafe Structure Notice.

SECTION 117
VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to section 3109 of the Florida Building Code, Building.

SECTION 118
WIND LOADS

(Section 1609, Florida Building Code)

118.1 The basic wind speed in miles per hour, for development of wind loads, shall be determined from figure 1609, said Basic Wind Speed for Boynton Beach as depicted on map Figure 1609A, Figure 1609B, and Figure 1609C is hereby added to this code.

SECTION 119
SEVERABILITY

119.1 If any section, subsection, sentence, clause or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

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:

Proposed Ordinance An Ordinance of the City of Boynton Beach, Florida, Amending the Boynton Beach Administrative Amendments to the 8th Edition (2023) of the Florida Building Code.

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;
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.

[1] See Section 166.041(4)(c), Florida Statutes.

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):

Ordinance of the City of Boynton Beach, Florida, Amending the Boynton Beach Administrative Amendments to the 8th Edition (2023) of the Florida Building Code.

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:

No Impact

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No Impact

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/15/2024

Proposed Resolution No. R24-263- Award and approve a Piggyback Agreement with American Traffic Solutions, Inc., DBA Verra Mobility, utilizing the City of Tampa contract RFP #611122923, for services related to Speed Detection Camera Systems for School Zones subject to the final approval of the piggyback agreement from the City Attorney's Office.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-263.

Explanation of Request: House Bill 657 was approved by the Florida Legislature and allows for the use of speed detection cameras within school zones.

On March 7, 2024, the City of Tampa issued Request for Proposal (RFP) # 61122923 for AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, with a submission deadline set for April 14, 2024. In response to this announcement, the City of Tampa received four proposals. An evaluation committee was convened to assess the submissions, and, after thorough consideration of the criteria outlined in the RFP, determined that Verra Mobility offered the most advantageous solution for the City.

At the City Commission meeting on September 23, 2024, the Commission directed staff to investigate viable piggyback options for services related to Speed Detection Camera Systems in School Zones. This evening, staff has completed the requested research and seeks the City Commission's approval to award and establish a Piggyback Agreement with American Traffic Solutions, Inc., d/b/a Verra Mobility, utilizing the City of Tampa's contract RFP #611122923 subject to the final approval of the piggyback agreement from the City Attorney's Office.

The City of Boynton Beach now seeks to utilize this contract. Per the City Boynton Beach's Purchasing Policy Manual, X. ALTERNATIVES TO FORMAL SEALED BIDS 8. *Piggy-backing is encouraged when it is determined that this method of Purchasing will provide the best product/service at the best price without compromising any of the specifications or quality desired and the originating entity complied with requirements that are equal to or exceed the City's requirements*.

Staff recommends piggybacking the City of Tampa RFP with Verra Mobility for the following reasons:

- Force multiplier regarding school zone safety.

- The contract between the City of Tampa and Verra Mobility expires five years from the final go-live date with automatic renewals for two consecutive 1-year terms

- The City of Boynton Beach has had a positive relationship with Verra Mobility since 2011.
- Staff's familiarity with the backend software with Verra Mobility for the continuity of operations.
- Evaluation shows revenue structure benefits the City of Boynton Beach residents more positively vs. other piggyback options.

How will this affect city programs or services? The implementation of the School Zone Speed Detection System will assist with protecting the health, safety, and welfare of the citizens of Boynton Beach, especially the City's children, as they come and go to school daily.

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

Attachments:
Agenda_Item_2238-2023_Resolution_for_American_Traffic_Solutions_piggyback (2).docx
Piggyback Agreement - Verra Mobilty.docx
Boynton Beach FL Verra Mobility.Proposal 10.9.24 #2.pdf
Photo Enforcment Services Agreement tampa (1).pdf
REDACTED Verra Mobility_Main Solicitation Response_61122923.pdf
RFP - Automated Speed Detection For School Zone Safety Enforcement 3.7.24.pdf
Report from GetAll Evaluator Comments.pdf
Legal Ad.pdf
Sunbiz.pdf

RESOLUTION NO. R24-263

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING AND APPROVING A PIGGYBACK AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC., D/B/A VERRA MOBILITY, UTILIZING THE CITY OF TAMPA CONTRACT RFP #611122923, FOR SERVICES RELATED TO SPEED DETECTION CAMERA SYSTEMS FOR SCHOOL ZONES, IN FORM AND SUBSTANCE AS APPROVED BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, House Bill 657 was approved by the Florida Legislature and allows for the use of speed detection cameras within school zones; and

WHEREAS, the City adopted Ordinance No. 24-010 upon second reading on May 7, 2024, Amending Part II, Chapter 14, by creating Sec. 14.6 of the Code of Ordinances; Declaring Purpose and Intent; Authorizing placement and installation of a School Zone Speed Detection System, providing for the implementation of General Law and designation of Local Hearing Officer; Making findings regarding relevant traffic data and evidence warranting additional enforcement procedures and designating School Zone Speed Detection System locations, which constitute a heightened safety risk; and

WHEREAS, On March 7, 2024, the City of Tampa issued Request for Proposal (RFP) No. 61122923 for Automated Speed Detection for School Zone Safety Enforcement, with a submission deadline set for April 14, 2024. In response to this announcement, the City received four proposals. An evaluation committee was convened to assess the submissions, and after thorough consideration of the criteria outlined in the RFP, it was determined that Verra Mobility offered the most advantageous solution for the City of Tampa; and

WHEREAS, per the City Boynton Beach's Purchasing Policy Manual, X. Alternatives to Formal Sealed Bids 8. Piggy-backing is encouraged when it is determined that this method of Purchasing will provide the best product/service at the best price without compromising any of the specifications or quality desired and the originating entity complied with requirements that are equal to or exceed the City's requirements; and

WHEREAS, the City desires to piggyback the City of Tampa contract for services related to speed detection camera systems for school zones with the reduced pricing described in

attached “Exhibit A”; 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 award and approve a Piggyback Agreement with American Traffic Solutions, Inc., d/b/a Verra Mobility, utilizing the City of Tampa contract RFP #611122923, for services related to Speed Detection Camera Systems for School Zones, in form and substance to be approved 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 award and approve a Piggyback Agreement with American Traffic Solutions, Inc., d/b/a Verra Mobility, utilizing the City of Tampa contract RFP #611122923, for services related to Speed Detection Camera Systems for School Zones in form and substance to be approved by the City Attorney’s office with the reduced pricing as described in attached “Exhibit A.”

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement with reduced pricing after approval by the City Attorney’s Office. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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

This Piggyback Agreement is made as of this __ day of _____, 2024, by and between AMERICAN TRAFFIC SOLUTIONS, INC., a Foreign Profit Corporation DBA Verra Mobility, with a principal address of 1150 N. Alma School Road Mesa, AZ 85201 hereinafter referred to as "Vendor.", and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on March 7, 2024, the City of Tampa, Florida, issued a "Request for Proposal" (RFP) to solicit responses from qualified firms to implement a photo enforcement program to enforce specified traffic speed violations designated in school speed zones; and

WHEREAS, on April 15, 2024, the City of Tampa's RFP closed with four vendor proposal responses; and

WHEREAS, An evaluation committee was convened to assess the submissions, and after thorough consideration of the criteria outlined in the RFP, it determined that AMERICAN TRAFFIC SOLUTIONS, INC. DBA Verra Mobility offered the most advantageous solution for the City of Tampa; and

WHEREAS, the City of Tampa contract expires five years from the final go-live date with automatic renewals for two consecutive 1-year terms.; and

WHEREAS, the City of Boynton Beach desires to implement a similar photo enforcement program to enforce specified traffic speed violations designated in school speed zones ("Services"); 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, staff recommends that the City Commission approve this piggyback agreement, citing the strong relationship with the vendor established since 2011, as well as the team's familiarity with Verra Mobility's backend software, which ensures continuity of operations and

WHEREAS, The vendor has submitted an initial proposal for services and, following negotiations with staff, has agreed to lower rates, presenting the most advantageous solution and the best interest of the City, as detailed in the attached Exhibit "A;" and

WHEREAS, the City and Vendor have decided to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "B;" and.

WHEREAS, the City desires to issue a purchase order and payment directly to the Vendor for Services under the terms and conditions of the Master Agreement; and

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

AGREEMENT

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

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect five years from the final go-live date with automatic renewals for two consecutive 1-year terms. 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 agrees to complete the Services, as provided in the Vendor's Proposal attached as Exhibit "A" 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 Tampa" are hereby replaced with the "City of Boynton Beach."

   The Vendor agrees to offer the City the negotiated rates described in Exhibit "A."

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

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

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

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

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

   B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

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

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

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

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

10. **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.

11. **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

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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.

12. **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.

13. **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

14. **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.

15. **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.

16. **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.

17. **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.

18. **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 for lost profits or consequential damages.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

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25. **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.

Signature Page to follow

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____
Daniel Dugger, City Manager

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MOBILITY

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

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EXHIBIT "A"
VENDOR'S PROPOSAL

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EXHIBIT "B"

AGREEMENT BETWEEN CITY OF TAMPA
AND
AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MOBILITY WITH ALL BACKUP

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School Zone Speed Photo Enforcement Services

October 8, 2024

Prepared for:
City of Boynton Beach, FL

Submitted by
Verra Mobility
1150 North Alma School Road
Mesa, Arizona 85201
Phone: 480.443.7000
Fax: 480.596.4501
www.verramobility.com

Point of Contact:
Edward Tiedje
Vice President, Regional Accounts
Phone: 480-393-6668
Edward.tiedje@verramobility.com

October 8, 2024

Andrew Rozwadowski
City of Boynton Beach
100 E Ocean Ave
Boynton Beach, FL 33435

Re: Verra Mobility School Zone Speed Photo Enforcement Proposal

Dear Andrew Rozwadowski:

American Traffic Solutions, Inc. doing business as Verra Mobility (Verra Mobility), is pleased to present this proposal to the City of Boynton Beach.

Headquartered in Mesa, Arizona with 1,900 employees amongst all subsidiaries and affiliates, Verra Mobility has installed, maintained, operated photo enforcement systems with industry-leading technology that positively impacts driver behavior and enhances road safety. Verra Mobility operates over 10,000 red light, speed, stop arm and bus lane safety cameras for nearly 275 communities of which 80 are speed programs throughout North America. In Florida alone, we support photo enforcement programs for 31 municipalities, 8 of which are contracted for School Zone Speed.

As America's—and Florida's—number-one provider of photo enforcement programs, we believe we have the School Zone Speed camera solution that will help the City improve community safety. In addition, our qualifications and the experience will help you rest assured that your program will be implemented and supported by a trusted and knowledgeable team.

Verra Mobility is happy to offer the City an option to piggyback on our current Tampa FL Contract, RFP #61122923, which was a competitive RFP win. We would honor the negotiated pricing as described below.

Fixed School Safety Camera Speed Detection System	Per Camera System fee is based on the first two (2) paid Citations per Camera System per day (based on 20 day school day month for all 12 months of the year and on $60.00 per paid Citation retained by City) on average across all operational units and then $6.00 for each additional paid Citation (i.e. 10% of remaining City retained Program Revenue)*
Certified Mailing Fee for Uniform Traffic Citation (UTC) and subsequent Notice Mailing Fee	US Postal Service cost plus $2.00 per page per notice

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We are both excited and humbled by the prospect of continuing to serve the City of Boynton Beach as a partner in making the City a safer place to live, work and play. Should you have any questions or need additional clarifications on our proposal, please contact Edward Tiedje, Vice President at 480-393-6668 or Edward.tiedje@verramobility.com.

Sincerely,

Edward Tiedje Vice President, Regional Accounts

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PHOTO ENFORCEMENT SERVICES AGREEMENT: SCHOOL ZONE SPEED SAFETY CAMERA SYSTEMS

This Photo Enforcement Services Agreement includes the attached Exhibits, the RFP, and the Response, each of which are incorporated herein by reference ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and The City of Tampa, Florida ("Customer"), together referred to as "the parties".

WHEREAS, Customer issued a request for proposal RFP #61122923 on March 7, 2024 (the "RFP") and Verra Mobility responded to the RFP on April 15, 2024 (the "Response"); and

WHEREAS, Customer desires to implement a photo enforcement program (the "Program") to enforce specified traffic speed violations designated in school speed zones (the "Events") in accordance with § 316.1896 and Chapter 2023-174, Laws of Florida and Tampa Code Section 14-56 "School Zone Speed Enforcement Cameras"; and

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

WHEREAS, Customer desires to use the Verra Mobility provided camera systems together with the BOS to capture Events, mail notices of violations and citations to identified vehicle owners approved by Customer, process violation payments and hearing requests, handle administrative duties of the Program, and to allow Customer to electronically review and issue violations and citations for traffic school speed zone violations as part of its Program; and

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

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

This Agreement is effective on the date of execution by the last signatory to this cover page ("Effective Date").

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____

Name/Title Jon Baldwin, EVP Government Solutions

Date: 7/8/2024

CITY OF TAMPA, FLORIDA

By: _____

Name/Title Jane Castor, Mayor

Date: 7/8/24

ATTEST:

By: _____

Name/Title City Clerk/~~Deputy City Clerk~~

Approved as to legal sufficiency:
/s/ Mike Schmid
Sr. Asst. City Attorney
2024-671

I. DEFINITIONS

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

"Approach": One (1) direction of travel on a road including up to four (4) contiguous lanes on which a Camera System may be installed upon the mutual agreement of the parties.

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

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

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

"Camera System" or ***"Camera"***: A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle.

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

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

"Citation": A Notice of Violation or a Uniform Traffic Citation issued by a traffic infraction enforcement officer or sworn law enforcement officer relating to a Violation documented or evidenced in the BOS.

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

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

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

"Final Disposition": The date a Citation is paid, dismissed, or otherwise disposed of after a hearing is held. Any notice of appeal shall automatically toll the final disposition until a final judgment is reached after the conclusion of all appeals.

"Fixed Speed Safety Camera System": A Speed Detection System (SDS), which is a Camera System that uses radar, or other vehicle detection technology, to capture the speed of a motor vehicle and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

"Go-Live": The date the last SDS is installed and accepted by the Customer.

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

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

"Notice of Violation (NOV)": A notice issued to the registered owner or co-owner of a motor vehicle for a violation, or to the person properly identified in an affidavit as having care, custody, or control of the motor vehicle at the time of the violation; a NOV shall include all required information as provided under Florida Statute section 316.1896 and be sent in the manner and within the time frame provided.

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

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

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

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

"Program": The implementation, operation, and enforcement of the "School Speed Zone Enforcement Cameras" Ordinance, Tampa Code Section 14-56.

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

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

"Speed Detection System (SDS) or System": A Fixed Speed Safety Camera System used to detect a motor vehicle's speed using radar to capture a Violation and produce an image and video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the Violation; a SDS is exempt from the design requirements for radar units established by the Florida Department of Highway Safety and Motor Vehicles; a SDS must have the ability to perform self-tests as to its detection accuracy; the SDS must perform a self-test at least once every 30 days; unless otherwise agreed to be completed by Tampa Police Department in writing, Verra Mobility shall maintain a log of the results of the system's self-tests and shall also perform an independent calibration test on the speed detection system at least every 12 months. These shall be provided monthly to the Tampa Police use in any hearing as authorized under Florida Statute Section 316.1906.

"Uniform Traffic Citation (UTC)": A UTC shall include all required information as provided under Florida Statute sections 316.1896 and 316.6550 and be sent in the manner and withing the time frame provided.

"Violation": A failure to obey the posted speed limit in a school zone in violation of Florida Statute Sections 316.1895 or 316.183 as determined in Customer's sole discretion in accordance with Tampa Code Section 14-56 and Chapter 2023-174, Laws of Florida, as may be amended.

II. GENERAL TERMS AND CONDITIONS

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 1, and as described further in the RFP and the Response.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 2, and as described further in the RFP and the Response.

3. ADDITIONAL SERVICES:

In accordance with § 316.1896, Florida Statutes, a speed detection system in a school zone may not be used for remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school speed zone infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system. To the extent authorized by law, Verra Mobility shall provide the additional services set forth on **EXHIBIT B**, Sections 3.1 - Enhanced Video Services and 3.2. - Automated License Plate Recognition (ALPR) Interface Solutions Services, subject to the additional terms and conditions specified therein.

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

4. TERM:

The Agreement term shall be for five (5) years from the acceptance and Go-Live date. This Agreement will automatically extend up to two consecutive one (1) year terms and will automatically be extended on a monthly basis at the end of the last term until cancelled or renewed. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement at least ninety (90) days prior to the expiration of the then-current term.

5. FEES AND PAYMENT:

5.1 Verra Mobility shall provide all equipment, services and maintenance for the SDS and BOS and shall receive revenue sharing of paid citations received by Verra based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1. Payments made to the City through payment of UTC's to the Clerk of Court will be paid by the City to Verra Mobility based on the same revenue sharing percentage. Payments for Fees shall be made via Automated Clearing House (ACH).

5.2 Payment receipts and invoices shall be in standard Verra Mobility or Customer format and provided electronically.

5.3 Customer and Verra Mobility shall remit payment of revenue sharing from paid citations to the other party by the 5th of every subsequent month in which payments were made prior to the 15th of the prior month. Payments made after the 15th of the month shall be remitted by the 5th of the month after the subsequent month. Late payments may be subject to interest calculated at 1.5% per month on open balances.

6. COMMUNICATION OF INFORMATION:

6.1 Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the BOS. Verra Mobility reserves the right to assess a fee for such services if such information is requested by a third-party or if Customer could retrieve the information from the BOS without the assistance of Verra Mobility.

6.2 Verra Mobility will retain the video footage for thirty days (30) day, except for videos which capture an Event which shall be held for ninety (90) days from the disposition of the Event. Customer will have access to all enforceable images and video produced by cameras for sixty (60) days after the disposition of the Event.

6.3 The Customer will fulfill public records requests regarding Event captures. Verra Mobility will establish an online process for receiving request for non-event related video from third-parties (non-Customers) and establishing a reasonable rate for the coping of the request in accordance with Chapter 119, F.S. Customer will refer requests to Verra for non-event video request made by third-parties. Verra will ensure requests made within twenty (20) days from the date of the recording are preserved and copied before deletion. Verra shall advise on the third-party request form that request must be made within the 20-day time period in order to be preserved. For any non-Customer requests for information, Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

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

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

(ii) Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if Verra Mobility does not transfer the records to the Customer.

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

(v) The failure of Verra Mobility to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by Customer; Customer shall also have the option to withhold compensation due Verra Mobility until records are received as provided herein.

(vi) **IF VERRA MOBILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VERRA MOBILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351,**

COTPURCHASING@TAMPAGOV.NET, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FLORIDA 33602

7. CONFIDENTIALITY:

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

8. PROPRIETARY RIGHTS:

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

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

8.3 Public Safety Campaign and Public Awareness: As between the parties, Verra Mobility owns and retains all rights, title and interest in and to the Public Safety Campaign Content, if any, created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. "Public

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

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

8.5 Data Use: Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS, including through the Enhanced Video Services if authorized by law, as defined in **EXHIBIT B**. Furthermore, Verra Mobility has a right to use non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Program.

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

9. INDEMNIFICATION AND LIABILITY:

9.1 Verra Mobility releases and agrees to defend, indemnify and hold harmless Customer, its officers, elected and appointed officials, employees, and/or agents (collectively, "Customer Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, caused by or resulting from, directly or indirectly, in whole or in part, any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Verra Mobility or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom Verra Mobility may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to the document to which this section/article/exhibit is incorporated (singularly or collectively "Claims"), unless such injuries or damages are the result of the sole negligence or willful acts or omissions of the Customer Indemnified Parties.

9.2 Without limiting the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". Verra Mobility further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend such Claims at its sole cost and expense through counsel approved in advance and in writing by the Customer and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Verra Mobility shall advance or promptly reimburse to the Customer any and all costs and expenses incurred by a Customer Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the Customer Indemnified Party is entitled to indemnification hereunder. Verra Mobility agrees and recognizes that the Customer Indemnified Parties shall not be held liable or responsible for Claims which may result from any actions or omissions of Verra Mobility in which the Customer Indemnified Parties participated either through providing data, advice, review, and/or concurrence of Verra Mobility's actions. In reviewing, approving, or rejecting any submissions by Verra Mobility or other acts of Verra Mobility, the Customer Indemnified Parties in no way assume or share any responsibility or liability of Verra Mobility or any tier of subcontractor/subconsultant/supplier under the Agreement.

9.3 This obligation is absolute and unconditional and shall in no way be limited by the amount or type of Verra Mobility's insurance coverage, conditioned on any attempt by a Customer Indemnified Party to collect from an insurer, or subject to any set-off, defense, deduction, or counterclaim that Verra Mobility might have against the Customer Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify which shall exist regardless of any ultimate liability of Verra Mobility or any Customer Indemnified Party, and shall arise immediately upon presentation of a Claim and written notice of same being provided to Verra Mobility. Verra Mobility's defense and indemnity obligations hereunder will survive the Agreement's expiration or earlier termination. In the event the law is construed to require a specific consideration for this indemnification, the parties agree that the sum of $10.00, receipt of which is hereby acknowledged, is the specific consideration for same and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Verra Mobility.

9.4 Specifically, where the Agreement is a professional services contract with a design professional as defined in Section 725.08, Florida Statutes, this Section 9 shall be limited to Section 725.08. Further, where the Agreement is a construction contract for a public agency or in connection with a public agency's project per Section 725.06, Florida Statutes, this Section 9 shall be limited to said Section 725.06. Moreover, whenever there appears in the Agreement an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification provided shall be $1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

9.5 NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, the parties agree that to the extent this Section 9 is found to be in conflict with any provisions of Florida law, it shall be deemed automatically modified in such a manner as to be in full and complete compliance with all such laws, including containing such limiting conditions or limitations of liability and/or not containing any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

9.6 Assistance. In the event of any legal challenge to the statute-based program or any lawsuit against the Customer and/or Customer Indemnified Parties regarding the statute-based program, Verra Mobility shall assist Customer in responding to that challenge or lawsuit, including, but not limited to, assisting in responding to discovery requests, providing reasonable assistance and resources to explain and present the technical aspects and operations of the Camera Systems, assisting in identifying and locating violators, and assisting in monitoring and tracking any Notice of Violation or Uniform Traffic Citation until the final disposition of such Notice of Violation or Uniform Traffic Citation. Verra Mobility shall refund its fees if so ordered by a court of competent jurisdiction. Verra Mobility will provide at no cost to the Customer an expert witness as determined by the City for any City Council hearing and in any legal proceeding. Verra Mobility will train a Customer expert witness, if necessary, depending on the frequency of the need of an expert.

9.7 Notice of Claims. If the Customer or Verra Mobility receives notice of any claim or circumstances which may give rise to an Indemnified Claim/Loss and/or Verra Mobility's duty to defend under this Section 9, the receiving party shall give written notice to the other party within ten (10) business days of receipt. The notice must include the following: (i) description of the indemnification event in reasonable detail, (ii) the basis on which indemnification may be due, and (iii) the anticipated amount of the indemnified loss.

9.8 This notice does not stop or prevent Customer from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If Customer does not provide this notice within the ten (10) business day period, it does not waive any right to indemnification except to the extent that Verra Mobility is directly prejudiced, suffers loss, or incurs expense because of the delay.

9.9 Limited Liability. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

10. INSURANCE:

10.1 Verra Mobility shall maintain the following minimum scope and limits of insurance as provided under **EXHIBIT 1 – CITY OF TAMPA INSURANCE REQUIREMENTS**, which is attached under separate cover and fully incorporated herein.

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

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

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

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

11. LIMITED WARRANTY:

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

12. STATE LAW TO APPLY:

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. Except to the extent provided in Section 13, the parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida. This Agreement shall be construed under and in accordance with the laws of the State of Florida.

13. DISPUTE RESOLUTION:

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

14. CHANGE ORDERS:

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

15. TERMINATION:

15.1 Verra Mobility's services may be terminated:

(i) By mutual written consent of the parties;

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

a) Where Customer is in breach of this Agreement for non-payment of Fees or revenue sharing to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.

b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees or revenue sharing by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving written notice; or

(iii) Without cause, by Customer upon thirty (30) days written notice to Verra Mobility.

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

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

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

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

(iv) Pursuant to Section 8, Customer shall be deemed to accept full ownership and control of the Photo Enforcement Infrastructure. Upon Customer's request or if otherwise required by Law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Photo Enforcement Infrastructure Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately $5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Photo Enforcement Infrastructure shall not be required to be removed, and Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Photo Enforcement Infrastructure.

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

16. LIMITED AGENCY:

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

17. USE OF SUBCONTRACTORS:

Verra Mobility may not subcontract any rights or obligations hereunder, other than the subcontractors identified in the Response, without the written consent of Customer. Verra Mobility shall perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by Customer.

18. DATA RETENTION:

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

19. ASSIGNMENT:

To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this Agreement. Any attempted assignment of this Agreement by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this Agreement by Verra Mobility will not relieve Verra Mobility from the performance of its duties, covenants, agreements, obligations, and undertakings under this Agreement, unless the assignment expressly provides otherwise. No assignment by Verra Mobility shall be effective unless the assignee confirms in writing to the Customer that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of Verra Mobility. Notwithstanding the foregoing, the Customer may assign its rights under this Agreement (without Verra Mobility's consent or approval) to a governmental successor of the Customer. An assignment by the Customer of its rights under this Agreement to a governmental successor of the Customer will relieve the

Customer from the performance of its duties, covenants, agreements, and obligations under this Agreement after the effective date of the assignment. However, the Customer shall continue to be liable for the obligations it incurred under this Agreement prior to the effective date of the assignment. Action by the Customer in awarding the Agreement to Verra Mobility, which has disclosed its intent to subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

20. FORCE MAJEURE:

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

21. NOTICES:

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

The City of Tampa
306 E. Jackson St.
Tampa, FL 33602
Attn: Director of Purchasing

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

The City of Tampa
315 E. Kennedy Blvd
Tampa, FL 33602
Attn: City Attorney's Office

The City of Tampa
411 N. Franklin St.
Tampa, FL 33602
Attn: Police Legal Advisor

22. LEGAL CONSTRUCTION:

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

23. AMENDMENTS TO THE AGREEMENT:

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

24. INTEGRATION AND ORDER OF PRECEDENCE:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter. To the extent that there is a conflict between the terms of this Agreement (excluding the Response and the RFP), the Response, and the RFP, the documents will control in the following order of precedence: this Agreement (excluding the Response and the RFP), the Response, and the RFP.

25. SURVIVAL:

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

26. ADDITIONAL SERVICES:

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

27. AUDIT RIGHTS:

Verra Mobility agrees that the Customer or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Verra Mobility related to Verra Mobility's performance under the Agreement. Verra Mobility shall retain all such records for a minimum period of six (6) years from the date of termination of the Agreement, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Verra Mobility must keep all financial records in a manner consistent with generally accepted accounting principles. Verra Mobility must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the Customer or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the Customer, the Customer will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Customer's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the Customer's audit findings to Verra Mobility. Verra Mobility shall include this right to audit section in any subcontractor agreements entered into in connection with this Agreement.

28. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a "Vendor"). During any pilot pursuant to this Section 28, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("Customer Feedback"). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by

Verra Mobility or a Vendor or a pilot system in connection with any pilot shall remain the property of Verra Mobility (the "Pilot Data"). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 21, 22 and this Section 28, shall not apply to any such pilot.

29. EXECUTION:

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

30. ADDITIONAL PROVISIONS:

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

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

Compliance with Fla. Stat. § 448.095, Employment Eligibility

Verra Mobility is required to register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Verra Mobility represents, warrants, and attests that Verra Mobility has registered for and utilizes the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Verra Mobility to perform employment duties within Florida during the term of the Subcontract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Verra Mobility to perform work pursuant to the Agreement. Verra Mobility acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during agreement is a condition of each agreement with a county, municipality, or other governmental entity or agency within the State of Florida; and

c) Verra Mobility shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Verra Mobility shall also require all subvendors/subconsultants/subcontractors to provide an affidavit attesting that it does not employ, contract with, or subcontract with, an

unauthorized alien. Verra Mobility shall maintain a copy of such affidavit for the duration of the Subcontract.

Verra Mobility represents, warrants, and attests that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility acknowledges that if Customer has a good faith belief that Verra Mobility has violated § 448.095 Fla. Stat., Customer reserves the right to terminate the Agreement immediately.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing

Fees are based on per camera and are as follows:

Product Description	Fee
Fixed Speed Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed at no costs to customer. *Example: Pursuant to Chapter 2023-174, Laws of Florida, Customer retains $60 of each $100 civil penalty paid. If 150 notices of violations are paid and 50 Uniform Traffic Citations are paid during the month the fee the City would pay Verra Mobility is $3,840 (200 paid Citations x $60 in Program Revenue retained by the Customer x 32%).	32% of Program Revenue retained by Customer*
Certified Mailing Fee for Uniform Traffic Citation (UTC) and Subsequent Notice Mailing Fee- certified mailing of Uniform Traffic Citation (UTC) or mailings of subsequent notices in addition to those described in Subsection 1.2.3 of EXHIBIT B, is extra and will be billed per unit as published by the US Postal Service plus a per notice per page service charge.	US Postal Service prevailing rate (plus $2.00 if a subsequent notice).
Service Fees: All service Fees per Camera System above includes all costs required and associated with a Camera System installation, routine maintenance, use of BOS for back-office operations and reporting, Event processing services, DMV records access, the standard set of notices as described in Subsection 1.2.3 of **EXHIBIT B**, lockbox and epayment processing (excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), IVR call center support for general Program questions and public awareness Program support.	
Verra Mobility's Fees anticipate a standard Florida BOS configuration and a standard suite of notices as described in Subsection 1.2.3 of EXHIBIT B. For configuration or Program customization work in excess of the standard Florida BOS configuration, Verra Mobility shall provide Customer with an hours estimate and, upon approval by Customer for the work, shall invoice Customer $200 per hour for such additional configuration or Program customization. Customer and Verra Mobility recognize the standard Florida BOS provided, or to be provided, by Verra Mobility to Customer may need to be changed during the term of the Agreement, at Verra Mobility's sole-discretion, due to end-of-life technology, and if such change is necessary Verra Mobility shall provide the new standard Florida BOS to Customer at no additional charge, unless additional configurations or Program customization are requested by Customer then the fee for additional configuration or Program customization will apply.	

2.0 **Optional Collection Services:**

In the event that Customer elects to have Verra Mobility engage a collections agency to perform collections services, Verra Mobility's designated collection's subcontractor may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted in Section 1.0 above.

Delinquent Collections Services	30% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility's collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

1.1.1 Verra Mobility agrees to provide Speed Detection System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled "Customer Scope of Work". Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.

1.1.2 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.

1.1.3 Verra Mobility will install Speed Detection System(s) at a number of Designated Safety Zones as authorized by law to be mutually agreed upon between Verra Mobility and Customer as reflected in a written Notice to Proceed. In addition to any initial Designated Safety Zones the parties may mutually agree to add additional Speed Detection System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.

1.1.4 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer licensed to perform engineering services in the state where the Speed Detection Systems will be installed.

1.1.5 Verra Mobility shall perform traffic/location studies and site surveys as may be desired by Customer for additional camera location consideration.

1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law.

1.1.7 Verra Mobility's Marketing Department will assist Customer with public information content and outreach campaign strategies ("**Public Safety Campaign**").

1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and shall offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.

1.1.9 Verra Mobility will provide technician site visits to each Speed Detection System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.

1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional Speed Detection System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.

1.1.11 If Customer is using Verra Mobility enabled lockbox or epayment services, Customer shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.

1.1.12 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of $5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility. No service/convenience fee shall be charged when paid by mail.

1.1.13 Verra Mobility shall implement the Program in accordance with Chapter 2023-174, Laws of Florida, and Tampa Code Section 19-56, and as further described in the response to the RFP.

1.2 VERRA MOBILITY OPERATIONS

1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.

1.2.2 If an educational/warning period is required, Verra Mobility shall provide Customer with a one-time educational/warning period up to thirty (30) days in length following the installation and activation of the first installed Speed Detection System. Customer shall not be charged a fee for the educational/warning period; however for any educational/warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee.

1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, and printing and mailing of up to six (6) letters/ notices per Citation in support of Citation issuance and escalation. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.

1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.

1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.

1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.

1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.

1.2.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon. Verra Mobility shall provide all reports as required under the RFP.

1.2.9 Upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible.

1.2.10 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Speed Detection System and/or the BOS. The help-line shall function during Business Hours. Verra-Mobility shall provide services as further described in the response to the RFP.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:

- A project manager with authority to coordinate Customer responsibilities under this Agreement;
- Court manager responsible for oversight of all Court-related program requirements;
- The police contact;
- The court contact;
- The person responsible for overseeing payments by violators (might be court);
- The prosecuting attorney;
- The Customer attorney;
- The finance contact (who receives the invoices and will be in charge of reconciliation);
- The IT person for the police;
- The IT person for the courts;
- The public works and/or engineering contact responsible for issuing any/all permits for construction; and
- Court manager responsible for oversight of all Court-related program requirements.

2.1.2 Customer and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.

2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Except as outlined in Section 1.2.6, Verra

Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.

2.1.4 Customer intends to utilize Verra Mobility enabled payment processing channels. Customer shall designate a Customer account for deposit / settlement of funds paid by payors. Within twenty-one (21) business days of receipt by Customer, Customer shall provide Verra Mobility completed banking forms and payment processing agreements, which may include among others a Participant Agreement and Submerchant Agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, application for payment processing, and a Form W-9, Request for Taxpayer Identification Number and Certification. A copy of the Participant Agreement, the Submerchant Agreement, and a form application for payment processing are each attached here to as **EXHIBIT F**.

2.1.5 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, Customer shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.

2.1.6 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.

2.1.7 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law and, if applicable, Customer's Business Rules have been updated by Customer. Except as otherwise provided for in the RFP and response to the RFP, in the event of a change in or adoption of a new Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.

2.1.8 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.

2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.

2.1.10 Customer will comply with all applicable Laws relating to its conduct with respect to the Program. Customer shall not use the Camera Systems, the BOS, or the data captured by the Camera Systems or provided by NLETs or DMV data source providers for any purpose not permitted by Law.

2.1.11 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.

2.1.12 Customer shall make best efforts to process each Event in accordance with state law and/or municipality ordinances within seven (7) days of its appearance in the law enforcement review queue using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to timely process Events, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.

2.1.13 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

2.1.14 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations, with the assistance of Verra Mobility as stated herein and in the response to the RFP.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement.

2.2.2 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.

2.2.3 Any signage related to the Program must be designed, built and maintained by Verra Mobility upon review and approval by the City's Mobility Department. Customer is responsible for determining the placement/location of signs in compliance with applicable Laws.

2.2.4 Customer shall allow Verra Mobility to access power from existing power sources at no cost. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be

Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.

2.2.5 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.

2.2.6 Verra Mobility shall follow all appropriate permitting processes.

2.2.7 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.

2.2.8 Customer shall allow Verra Mobility to build Infrastructure into any existing Customer-owned easement.

2.2.9 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.

2.2.10 Customer shall be responsible for the performance of any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

2.3 COURTS OPERATIONS

2.3.1 Customer is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.

2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.

2.3.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.

2.3.4 Verra Mobility shall provide Customer with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations. If instead of using the online adjudication processing module in the BOS, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Verra Mobility shall provide a price proposal to Customer for the development of any such court interface.

2.3.5 Customer is responsible for entering all final dispositions of disputed Citations (not including UTC's) heard by a magistrate including all Citation payments due into the BOS, either directly through the online adjudication processing module or through the court interface.

3. ADDITIONAL SERVICES

3.1 ENHANCED VIDEO SERVICES

3.1.1 If authorized by law, Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, at each fixed Approach ("Enhanced Video Services"), known as Verra Mobility Live™. Customer is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. Customer agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

3.1.2 Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than Customer.

3.1.3 Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the Enhanced Video Services; (b) Customer's misuse of or failure to maintain the security of the data access through the Enhanced Video Services; (c) Customer's violation of any Laws; and (d) any breach of this Agreement by Customer related to Customer's use of the Enhanced Video Services.

3.1.4 Customer agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes; if additional footage is required, additional requests may be made by Customer.

3.2 AUTOMATIC LICENSE PLATE RECOGNITION INTERFACE SOLUTION

3.2.1 If authorized by Law, in cooperation with the Customer's current ALPR provider, Verra Mobility will configure the Fixed Speed Safety Camera System to interface with the Customer's ALPR provider's back-office solution (referred to herein as "ALPR Interface Solution").

3.2.2 Customer will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the ALPR Interface Solution.

3.2.3 Customer acknowledges that the ALPR Interface Solution includes intellectual property owned by Verra Mobility and no ownership rights to the intellectual property are transferred to Customer by this Agreement. Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Interface Solution or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the ALPR Interface Solution by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Interface Solution; or (c) modify any part of the ALPR Interface Solution, create a derivative work of any part of the ALPR Interface Solution, or incorporate any part of the ALPR Interface Solution into or with other software, except to the extent expressly authorized in writing by Verra Mobility, including through other agreements between the parties.

3.2.4 Customer shall provide Verra Mobility with copies of any Customer policies pertaining to its use of the ALPR Interface Solution, which are applicable to Verra Mobility. Verra Mobility shall be afforded a reasonable opportunity to review such policies and will notify Customer if there are any additional Fees associated with compliance to the policies.

3.2.5 Verra Mobility will collaborate with Customer on a mutually agreeable project schedule outlining all of the milestones required to implement the ALPR Interface Solution.

3.2.6 Notwithstanding anything else to the contrary in this Agreement, Customer agrees that Customer is solely responsible for the housing and security of all data provided through the ALPR Interface Solution. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the ALPR Interface Solution. Customer acknowledges that for the ALPR Interface Solution data, it is responsible for any preservation, and associated storage requirements that may be required by Law. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for ALPR Interface Solution data obtained through the ALPR Interface Solution, whether by formal public records request or otherwise.

3.2.7 The Customer will provide the necessary IT staff and resources necessary to assist Verra Mobility, and the Customer's ALPR provider, with the implementation of the ALPR Interface Solution.

3.2.8 Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Interface Solution compatible and compliant with Customer IT, security, privacy, compliance, or other requirements are the responsibility of Customer.

3.2.9 Customer shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with the ALPR Interface Solution.

3.2.10 Upon the termination of the Agreement between Verra Mobility and the Customer, Verra Mobility shall have no further obligations to Customer regarding the ALPR Interface Solution.

3.2.11 Under all circumstances, Verra Mobility shall retain ownership of the ALPR Interface Solution provided for use by Customer under the terms and conditions of this Agreement. Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the ALPR Interface Solution. Furthermore, Verra Mobility has the right to use non-personalized and aggregated ALPR Interface Solution data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's program.

3.2.12 Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the ALPR Interface Solution, (b) Customer's misuse of or failure to maintain the security of ALPR Interface Solution data in its possession; (c) Customer's violation of any Laws; (d) Customer's misuse or misappropriation of a Verra Mobility products or services; and (e) any breach of this Agreement by Customer related to Customer's use of the ALPR Interface Solution, or ALPR Interface Solution Data.

3.2.13 EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ALPR INTERFACE SOLUTION AND RELATED SERVICES ARE PROVIDED BY VERRA MOBILITY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND VERRA MOBILITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE ALPR INTERFACE SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and The City of Tampa, FL ("Customer"), dated as of [date] (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

CITY OF TAMPA, FLORIDA

By: _____

Name: Date

Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____

Name: Date

Title:

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

DATE:_____

Frank L. Minice, Executive Director/CEO
National Law Enforcement Telecommunications System, Inc. (NLETS)
1918 W. Whispering Wind Drive
Phoenix, AZ 85085

Dear Mr. Minice:

Re: Authorization for ORI Code: _____

The Tampa Police Department authorizes The City of Tampa, Florida to use the Tampa Police Department ORI for the limited purpose of obtaining vehicle registration information through NLETS.

This letter acknowledges that a contract to perform automated enforcement between The City of Tampa, Florida and American Traffic Solutions, Inc., is in force. As a requirement of and in performance of that contract between The City of Tampa, Florida and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets for motor vehicle data on our agency's behalf.

☒ This program will operate within the Axsis environment under partner ORI FL0061200.

Please accept this letter as authorization from the Tampa Police Department for American Traffic Solutions, Inc. to run motor vehicle inquires for this purpose. This authorization will automatically expire upon the termination of the contract between The City of Tampa, Florida and American Traffic Solutions, Inc. and such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the Tampa Police Department.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

_____

_____

Telephone _____ **Fax** _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

_____

_____

EXHIBIT E
RETENTION SCHEDULE***

[*This schedule to be completed by Customer in conformity with their applicable state and local law prior to execution of the Agreement.*]

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	3 months from Final Disposition
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date
Warning Notice Images (including video clips and related metadata)	3 months from Final Disposition
Individually Identifiable Violation Records*	3 months from Final Disposition
Individually Identifiable Non-Violation Records**	30 days from Event capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	1 year from date of correspondence
Camera System Calibration/Certification Records	60 months from Final Disposition of an applicable Violation
Maintenance Records	60 months from Final Disposition of an applicable Violation
Other Program Records	5 years from termination of the Agreement

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

*** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.

EXHIBIT F
FORM PARTICIPANT AGREEMENT, SUBMERCHANT AGREEMENT, AND PAYMENT PROCESSING APPLICATION

Attached under separate cover and fully incorporated herein.

EXHIBIT G
FORM CUSTOMER REFERENCE CONSENT

CITY OF TAMPA, FLORIDA
450 N. Wilson Avenue
Tampa, FL 33830

RE: Consent to Use as Reference

Dear: [Customer Contact],

Verra Mobility values the relationship that it has with City of Tampa, FL. We have appreciated the willingness of City to serve as a reference to Verra Mobility when we are asked by other prospective customers to provide a reference.

If you are willing to serve as a reference for Verra Mobility, please countersign below, indicate the length of time that the City's consent is valid, and provide the name, title, address, telephone number, and email address of the party(ies) we may provide as a reference.

By countersigning below, you are agreeing that Verra Mobility may (i) list the City as a reference in its future proposals to prospective customers ("Proposals"); (ii) describe the products and services that Verra Mobility provides to the City in our Proposals; and (iii) rely on this Consent for so long as the Consent is valid.

We appreciate your partnership in enabling us to bring safety solutions to other communities.

Sincerely,

Jason Amerson

Jason Amerson, Contracts Manager

cc: Placido Diaz

Consent Provided By:

CITY OF TAMPA, FLORIDA

Signed: _____

Name:

Title:

Date of Signature:

Consent Valid:

☐ Until revoked in writing by sending such revocation to:
Verra Mobility
1150 N. Alma School Road
Mesa, AZ 85201
Attn: Government Solutions Contracts Management

☐ For the remainder of the City's Contract and any executed renewals

☐ For 1 Year from the Date of this Consent

☐ For a specific stated proposal or project only:_____

Customer Contact(s):

Name: _____

Title: _____

Address: _____

_____

Telephone Number:_____

Email Address:_____

Name: _____

Title: _____

Address: _____

_____

Telephone Number:_____

Email Address:_____

EXHIBIT 1
CITY OF TAMPA INSURANCE REQUIREMENTS

Attached under separate cover and fully incorporated herein.

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example $1M is $1,000,000)

A. **Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than $1M per occurrence and $2M general aggregate for Agreements valued at $2M or less; if valued over $2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. **Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) $500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at $100,000 or less or (b) $1M combined single limit each occurrence bodily injury and property damage for Agreements valued over $100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

C. **Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at $100,000 and under or (b) $1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements**.

D. **Excess (Umbrella) Liability Insurance** for Agreements valued at $2M or more, at least $4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

E. **Professional Liability Insurance** where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of least $1M per occurrence and $2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same.

F. **Cyber Liability Insurance** where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than $2M per occurrence and $2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses.

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-: VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

☒ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
☒ Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to ensure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over $500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). The firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those

policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be in excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. The firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

REVISED 3/13/2020

AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN
PURSUANT TO SECTION 287.138, Florida Statutes (2023)

The undersigned, on behalf of the entity listed below ("entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)

3. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

5. The undersigned further sayeth naught.

Date: July 15, 2024

Signed: _____

Entity: America Traffic Solutions dba/ Verra Mobility

Name: Jon Baldwin

Title: EVP Government Solutions

STATE OF Arizona
COUNTY OF Maricopa

SWORN to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 15 day of July, 2024 by Jon Baldwin, as EVP, Government Solutions, who is personally known to me or who has produced Drivers License as identification.

[AFFIX NOTARY SEAL/STAMP]

CHRISTINA DEAL
Notary Public, State of Arizona
Maricopa County
Commission # 611482
My Commission Expires
August 01, 2025

Christina Deal
Signature of Notary
Name: Christina Deal
(Print or Type Name)
Notary Public: State of Florida
My Commission Expires 8/25

#USBBZFVZ0D4PTXv1

COERCION FOR LABOR OR SERVICES ATTESTATION

Pursuant to Section 787.06(13), F.S., this form must be completed by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

___[name of entity]___ does not use coercion for labor or services as defined in this Section 787.06, F.S.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jon Baldwin Title: EVP, Government Solutions

Signature: _____ Date: July 15, 2024

Request for Proposal

Automated Speed Detection for School Zone Safety Enforcement

RFP No. 61122923

April 15, 2024

Redacted Copy

Prepared for:
City of Tampa

Submitted by:
Verra Mobility
1150 North Alma School Road
Mesa, Arizona 85201
Phone: 480.443.7000
Fax: 480.596.4501
www.verramobility.com

VERRA MOBILITY

Request for Proposal

Automated Speed Detection For School Zone Safety Enforcement

RFP No. 61122923

Date: April 15, 2024

Prepared for:
City of Tampa

Submitted by:
Verra Mobility
1150 North Alma School Road
Mesa, Arizona 85201
Phone: 480.443.7000
Fax: 480.596.4501
www.verramobility.com

Point of Contact:
Placido Diaz
Senior Account Manager
Cell: 689.777.9609
Fax: 480.596.4501
Placido.Diaz@verramobility.com

The following proposal may contain proprietary and trade secret information including but not limited to processes, unique features, instructions, and conceptualizations that are the sole property of Verra Mobility. Pages containing such information that may be exempt from public disclosure are identified by the red "Proprietary and Confidential" stamp.

The descriptions of the Verra Mobility solutions and services included in this proposal are based on our current practices. We strive to improve the solutions and services that we deliver to our customers, and as a result, we reserve the right to modify our solutions and services from time to time so long as we continue to meet the terms and conditions of our agreement with you.

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April 11, 2024

DeAnna Faggart, NIGP-CPP, CPPO, Director
Purchasing Department
City of Tampa
2555 East Hanna Ave
Tampa, Florida 33610
Office (813) 274-8351
Fax: (813) 274-8355

Re: Response to Automated Speed Detection for School Zone Safety Enforcement, RFP #61122923

Dear DeAnna Faggart:

American Traffic Solutions, Inc. doing business as Verra Mobility (Verra Mobility)[1], shares the City of Tampa's desire to implement a successful speed detection system to lower the amount of speeding in the City and make roadways safer for the children and all that pass-through school zones every day.

We are pleased to present this proposal in response to the City's RFP No. 611122923 – Automated Speed Detection for School Zone Safety Enforcement. Verra Mobility has installed, maintained, and operated automated enforcement systems for more than 20 years with industry-leading technology that positively impacts driver behavior and enhances road safety. Our company has been photo enforcement safety partners for clients throughout Florida for more than 15 years. We currently partner with the City of Tampa as your full-service red light provider. We are the only vendor who brings more than 13 years of proven automated enforcement experience within the City delivering a model program that has resulted in substantially safer streets.

With over 1,700 employees among all affiliates, our team offers abundant resources, including account managers, implementation specialists, engineers, solution architects and developers, and IT. We look forward to continuing our strong partnership with the City.

The following is an overview of why Verra Mobility is the best choice for the City of Tampa.

History of Verra Mobility

Verra Mobility was incorporated in 1992 as Traffic Electronics Corporation. In 2003, the company changed its name to American Traffic Solutions, Inc., to begin operating as a photo enforcement company, and relaunched as Verra Mobility in 2018. In 2021, VM Consolidated, Inc., parent company of American Traffic Solutions, Inc., acquired Redflex Holdings Limited (now known as Redflex Holdings Pty Ltd) to accelerate its portfolio of

[1] VM Consolidated, Inc., direct parent company to American Traffic Solutions, Inc. acquired Redflex Holding Limited (now known as Redflex Holdings Pty Ltd) in June 2021. American Traffic Solutions, Inc. and Redflex Holdings Pty Ltd and their subsidiaries operate as one business unit of Verra Mobility Corporation, our ultimate parent company. Verra Mobility Corporation is a public company registered with the U.S. Securities and Exchange Commission with its shares traded on Nasdaq under the trading symbol VRRM.

innovative transportation solutions that it can offer to communities around the globe looking to build safer cities.

Today, Verra Mobility is an established leader in developing and implementing intelligent traffic management products and services. These include speed camera, red light camera, and school bus stop-arm camera systems, all of which use advanced sensor and image capture technologies that enable the active management of state and local motorways. We continuously drive the latest innovations within the ever-evolving smart mobility industry.

Qualifications and Experience

Together with our affiliates, our traffic safety programs encompass more than 9,000 speed, red-light, stop-arm, and bus lane safety cameras across the United States and Canada. Of equal importance to our experience is our reputation with our clients, which the City can confirm by contacting our references.

In addition to our qualifications and experience with photo enforcement programs, Tampa can count on our financial strength and willingness to implement new technology in support of the program. Verra Mobility Corporation, the ultimate parent company of Verra Mobility, is a financially stable company that has the resources for Verra Mobility's Government Solutions division to implement and support the County's program.

We have also assigned a team with heavy experience working in Florida led by a Director of Account Management who has personally served all of our state safety partners for the past 12 years. Our resources are centrally located and perfectly positioned to provide service and support Tampa.

Highlights of Our Proposal

Intimate Knowledge of Florida Photo Enforcement Programs: Verra Mobility has previous contracting experience with Tampa and currently supports photo enforcement programs in ten counties in the State of Florida, including three separate accounts within Broward County for Davie, Sunrise, and West Park. Our proposed Director of Account Management, Orlando Torres, is located in Broward County and brings more than 16 years of applicable experience supporting similar programs in the state. Orlando is supported by a full team of experts and subcontractors, many of whom are based in the state and are positioned to provide immediate service.

Industry-Leading Imaging Technology: The proposed solution is based on an in-depth understanding of speed enforcement and operation in the State of Florida. Our tailored system will provide Tampa with a high-quality, high-value solution for all school zone enforcement purposes that have been outlined in the RFP. With advanced radar technology, multiple high-definition range cameras, and high resolution 1080p video cameras, our systems use advanced imaging capabilities to deliver reliably clear imaging in all light and weather conditions.

Superior Vehicle Detection: Our solution uses proprietary radar algorithms that successfully distinguish between similar types of vehicles, vehicles traveling at the same speed and vehicles that are closely clustered, which allows for the independent capture of more simultaneous events. As a result, we can successfully track more vehicles across more lanes of traffic leading to greater event capture and greater safety improvements.

Robust Back-Office Platform: We have drawn on our and our affiliates' decades of experience in photo enforcement, case management processing, and operational experience

with agencies in hundreds of jurisdictions around the world to deliver our robust back-office platform. The City currently utilizes our back office system on your red light program, so choosing Verra Mobility would result in a proven system familiar to your staff. This leads to lower risk and more efficient implementation and training times.

Our full-feature solution delivers complete back-office event processing and operation management functionality, allowing our company to process over 50 million events annually. It is a configurable, web-based platform that manages the entire event and citation lifecycle.

Should the City have any questions or need additional clarifications regarding this proposal, please contact:

Point of Contact: Placido Diaz, Senior Account Manager

Telephone Number: 689.777.9609

E-mail Address: Placido.Diaz@verramobility.com

We acknowledge all addenda and have acknowledged each by including them signed within our submission.

I maintain the authority to represent and make legally binding commitments on behalf of our company. We look forward to the opportunity to work in partnership with Tampa.

Sincerely,

Jonathan Baldwin
Executive Vice President, Government Solutions

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Proposal Submittal Check List

Please see our completed Proposal Submittal Check List on the following page.

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ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa's (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized checklist identifies various items that are mandatory requirements in order to accept the Proposer's response to the City's RFP. No representation is made that the following checklist is a complete guide to every requirement for consideration by the Proposer.

It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section II. General Conditions, Section 14. Content of Proposal.

MANDATORY REQUIREMENTS	**PAGE NUMBER IN PROPOSAL**
TAB 1 ADDENDA	3
TAB 2 FLORIDA PUBLIC RECORDS LAW **ATTACHMENT B.** Form is filled out and executed.	4
TAB 3 CONFLICT OF INTEREST **ATTACHMENT C.** Form is filled out and executed.	5
TAB 4 RESPONSE TO PROPOSAL	6-8
TAB 5 SECTION 1, SCOPE OF SERVICES	9 - 95
TAB 6 REFERENCES	96 - 98
TAB 7 GENERAL STATEMENT OF EXPERIENCE	99 - 100
TAB 8 GENERAL OPERATING PROCEDURES & GUIDELINES (MANAGEMENT PLAN, OPERATIONS PLAN, QUALITY CONTROL PLAN, ETC….	106-113
TAB 9 **SECTION IV. SUB-CONTRACTING FORMS** **Form MBD 10 - Solicited** Form is filled out and executed.	109 - 113
Form MBD 20 - Utilized Form is filled out and executed.	109 - 113

Failure to submit these forms shall result in your bid being deemed as "non-responsive"

TAB 10 COMPENSATION	Uploaded as standalone document
SECTION III. PROPOSER'S AFFIDAVIT FORM (TAB 11) Form is filled out, executed and notarized.	Uploaded under Solicitation Submittals
SECTION III. PROPOSAL SIGNATURE FORM (TAB 12) Form is filled out and executed.	Uploaded under Solicitation Submittals
TAB 13 Proposer's Criminal History Screening Practices, documentation if applicable	Uploaded as standalone document
Proposal is submitted in the format required under Section 14. Content of Proposal?	✓

Tab 1. Addenda

Tab 1. Addenda. Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.

Please see our completed addenda documentation on the following pages.

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City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

ALL FIRMS ON RFP LIST

REF:	City of Tampa **RFP,** dated	**MARCH 7, 2024**
	RFP for Furnishing:	**AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, RFP #61122923**
	To Be Opened:	**APRIL 5, 2024 @ 3:00 PM**
SUBJECT:	**ADDENDUM NO. 1**	**APRIL 2, 2024**

Please note the RFP opening date and time has been changed to **APRIL 15, 2024 @ 2:00PM.**

Please make the following change(s):

1. **In Section I. SCOPE OF SERVICES, Section 5. PROJECT REQUIREMENTS, Sub-section 5.27, change remove and replace with the following:**

5.27 Maintaining all SDS systems and components including but not limited to equipment, infrastructure, signs, and any computer hardware, software, or web applications which may be necessary during the term of contract. Providing the option to update equipment and technology during the term of the contract as new technology becomes available. Ensure all hosting platforms are secure and meet all requirements of City's Cloud Hosting Policy.

2. **In Section I. SCOPE OF SERVICES, Section 15. EVALUATION OF PROPOSALS, Sub-section 15.1, EVALUATION CRITERIA, remove and replace with the following**:

EVALUATION CRITERIA	**MAXIMUM POINT VALUES**
Qualifications & Experience of Firm & Staff	20 points
Responsiveness to the Scope of Services	25 points
Service & Support	10 points
Suitability of Proposed Equipment	5 points
Proposal cost/ Revenue Share	20 points
WMBE	20 points
TOTAL POINTS	100 points

3. **In Section I. SCOPE OF SERVICES, Section 8. QUALIFICATIONS, Sub-section 8.1, remove and replace with the following:**

8.1 Proposer must provide references from five or more operational cities, counties, states or provinces of similar size to the City in order to document successful deployment of vendor's proposed school speed zone detection technology and system solution. The references must be operating an outsourced program using the same equipment and technology proposed herein. The list for each reference shall include:

-Agency/Jurisdiction Name and Address;

-Contracting Officer and Contact Information (Telephone Number and E-mail Address);

-Technical Representative and Contact Information (Telephone Number and E-mail Address); and

-Written description of the specific services provided

4. **In Section I. SCOPE OF SERVICES, Section 14. CONTENTS OF PROPOSALS, Sub-section 14.2, Tab 14 through 18, please disregard, including all references to forms and documents identified therein.**

5. In Section I. SCOPE OF SERVICES, Section 5. PROJECT REQUIREMENTS, Sub-section 5.42, remove and replace with the following:

5.42 Each system should be capable of detecting four traffic lanes at once as described under 5.1.6. Describe the system's ability to accurately capture violations, providing a visual indication on the citation of the area in which the SDS LiDAR or radar contacted the vehicle.

6. In Section I. SCOPE OF SERVICES, Section 16. ADDITIONAL CONTRACT TERMS, Sub-section 16.2, remove and replace with the following:

16.2 Contract Term. The initial term of the contract shall be for five years from the acceptance and go-live date, and may by written mutual agreement, be renewed at the same terms and conditions for two additional one-year terms.

7. Please remove and replace page 55, Bidder's Statement Regarding Bidder's Criminal History Screening Practices form with the attached document provided herein with this Addendum, marked "ATTACHMENT #1".

By submitting a proposal, the Proposer authorizes the City to conduct reference investigations as needed.

Acknowledgement of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 14, Contents of Proposals, Subsection 14.2, Tab. 1 Addenda.

Firm Name: American Traffic Solutions, Inc. dba Verra Mobility

Authorized Signature: _____ Date: 4/11/2024

Sincerely,

DeAnna Faggart, NIGP-CPP, CPPO, CPPB

Purchasing Director

"ATTACHMENT #1"

Bidder's Statement Regarding

Bidder's Criminal History Screening Practices:

☑ The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

☐ The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

☐ The Bidder hereby applies for applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices. The following documentation and assurances are provided:

_ Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

_ An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,

_ Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.

_ Identifies, [ ]hereon [ ]in attached document, potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,

_ Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or

_ The Bidder currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

Firm Name: American Traffic Solutions, Inc. dba Verra Mobility

Authorized signature: _____ Date: 4/11/2024

Name: Jonathan Baldwin Title: Executive Vice President, Government Solutions

Tab 2. Florida Public Records Law

Tab 2. Florida Public Records Law. Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 12.4 including executed copy of Attachment B – Public Records Declaration or Claim of Exemption.

Please see our completed Florida Records Law form on the following pages.

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ATTACHMENT B - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a Proposer, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your proposal, if any, qualifies to be exempt from inspection and copying:

Note: **Execute either section I. or II., but not both**; Proposer may not modify language.
Information regarding the Florida Public Records Law can be located in the RFP under Section II. General Conditions, Section 1. General Information, Subsection 14.4 Florida Public Records Law.

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Proposer's Signature _____ Date _____

II. EXEMPTIOM FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA

The following parts of the proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

*Please see attachment for list

By claiming that parts of the proposal are exempt from the public records law, the undersigned Proposer agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the proposal. The undersigned Proposer agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Proposer's Signature _____ Date 4/11/2024

1. Attachment 1 - Exemption from Public Records Law and Agreement to Indemnify and Defend the City of Tampa

We cite the specific areas marked/redacted and include applicable legal grounds for confidential treatment in the table below.

Section	Page #	Description of Content	Rationale for Confidential Treatment
Tab 4. Response to Proposal	6	Figure that shows active Florida photo enforcement Programs	F.S. § 119.0715; 688.002(4) Trade Secret –Customer list. This information is confidential due to the potential for a competitor or other third party to recruit personnel and derive both a commercial and financial benefit.
Tab 5. Section I, Scope of Services RFP Requirement: 5.15	29-30	Event processing Workflow	F.S. § 119.0715; 688.002(4) Trade Secret – Screenshots of proprietary software, internal processes and workflow are confidential due to the potential for a competitor or other third party to receive and recreate or create a similar process/solution for commercialization and financial gain. All sample violation images and associated data are confidential, may include personally identifiable information, and are owned by the client who operates the system from which they were obtained.
Tab 5. Section I, Scope of Services	32-34	Citation Processing Software images	F.S. § 119.0715; 688.002(4) Trade Secret – Screenshots of proprietary software,

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Section	Page #	Description of Content	Rationale for Confidential Treatment
RFP Requirement: 5.15			internal processes and workflow are confidential due to the potential for a competitor or other third party to receive and recreate or create a similar process/solution for commercialization and financial gain. All sample violation images and associated data are confidential, may include personally identifiable information, and are owned by the client who operates the system from which they were obtained.
Tab 5. Section I, Scope of Services RFP Requirement: 5.28	51	Figure 7 Verra Mobility Command Center Software Screenshot	F.S. § 119.0715; 688.002(4) Trade Secret – Screenshots of proprietary software, internal processes and workflow are confidential due to the potential for a competitor or other third party to receive and recreate or create a similar process/solution for commercialization and financial gain. All sample violation images and associated data are confidential, may include personally identifiable information, and are owned by the client who operates the system from which they were obtained.
Tab 5. Section I, Scope of Services	62-63	Figures 9-12	F.S. § 119.0715; 688.002(4) Trade Secret – Screenshots of proprietary software,

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Section	Page #	Description of Content	Rationale for Confidential Treatment
RFP Requirement: 5.58			internal processes and workflow are confidential due to the potential for a competitor or other third party to receive and recreate or create a similar process/solution for commercialization and financial gain. All sample violation images and associated data are confidential, may include personally identifiable information, and are owned by the client who operates the system from which they were obtained.
Tab 5. Section I, Scope of Services RFP Requirement: 5.59	64	Figure 13 – Evidentiary Databar Information	F.S. § 119.0715; 688.002(4) Trade Secret – Screenshots of proprietary software, internal processes and workflow are confidential due to the potential for a competitor or other third party to receive and recreate or create a similar process/solution for commercialization and financial gain. All sample violation images and associated data are confidential, may include personally identifiable information, and are owned by the client who operates the system from which they were obtained.
Tab 5. Section I, Scope of Services	71	Event processing Workflow	F.S. § 119.0715; 688.002(4) Trade Secret – Screenshots of proprietary software,

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Section	Page #	Description of Content	Rationale for Confidential Treatment
RFP Requirement: 5.82			internal processes and workflow are confidential due to the potential for a competitor or other third party to receive and recreate or create a similar process/solution for commercialization and financial gain. All sample violation images and associated data are confidential, may include personally identifiable information, and are owned by the client who operates the system from which they were obtained.
Tab 5. Section I, Scope of Services RFP Requirement: 5.85	82-84	Report examples	F.S. § 119.0715; 688.002(4) Trade Secret – All reports are proprietary and confidential due to the potential for a competitor or other third party to receive and recreate or create a similar output for commercialization and financial gain.
Tab 5. Section I, Scope of Services 8.6 Current/Past Legal System Proceedings.	90-91	Matters Filed	F.S. § 119.0715; 688.002(4) Trade Secret – Matters filed are confidential due to the potential for a competitor or other third party to derive both a commercial and financial benefit from the disclosure of this information.
Tab 5. Section I, Scope of Services 10. IMPLEMENTATION	92	Timeline figure	F.S. § 119.0715; 688.002(4) Trade Secret – Our proposed implementation solution and schedule are

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Section	Page #	Description of Content	Rationale for Confidential Treatment
			confidential due to the potential for a competitor or other third party to receive and recreate or create a similar process/solution for commercialization and financial gain.
Tab 5. Section I, Scope of Services 11.4	94	Timeline figure	F.S. § 119.0715; 688.002(4) Trade Secret – Our proposed implementation solution and schedule are confidential due to the potential for a competitor or other third party to receive and recreate or create a similar process/solution for commercialization and financial gain.
Tab 7. General Statement of Experience.	99	Figure that shows active Florida photo enforcement Programs	F.S. § 119.0715; 688.002(4) Trade Secret – Client list / map are confidential due to the potential for a competitor or other third party to derive both a commercial and financial benefit from the disclosure of this information.
Tab 7. General Statement of Experience.	100	Figure - Verra Mobility – North American Programs	F.S. § 119.0715; 688.002(4) Trade Secret – Client list / map are confidential due to the potential for a competitor or other third party to derive both a commercial and financial benefit from the disclosure of this information.
Tab 8. General Operating Procedures & Guidelines	101	Figure - Verra Mobility – Organizational Chart	F.S. § 119.0715; 688.002(4) Trade Secret – Contains

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Section	Page #	Description of Content	Rationale for Confidential Treatment
(Management Plan, Operations Plan, Quality Control Plan.			confidential information on personnel including organizational structure. This information is confidential due to the potential for a competitor or other third party to recruit personnel and derive both a commercial and financial benefit.
Tab 9. Sub-Contracting Submittals.	109 - 113 and Forms MBD-10 and MBD 20	Subcontractor Information	F.S. § 119.0715; 688.002(4) Trade Secret – This contains confidential information including teaming and subcontracting partners is confidential due to the potential for a competitor or other third party to derive both a commercial and financial benefit from the disclosure of this information.
Tab 14. Exceptions to RFP.	Tab 14	Section in its entirety	F.S. § 119.0715; 688.002(4) Trade Secret – Proposed changes to contract terms/redlines are confidential due to the potential for a competitor or other third party to gain insight into our confidential business strategies, thereby providing competitors with both a commercial and financial benefit.
Appendix 1 - Example School Zone Speed Study	116-139	Preliminary traffic data study completed for five City school zones. Specifically, Methodology (p.8) , Existing Conditions (p.8), Speed Data Analysis (Table 3 -	F.S. § 119.0715; 688.002(4) Trade Secret – The Traffic Study is confidential due to the potential for a competitor or other third party to gain

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Section	Page #	Description of Content	Rationale for Confidential Treatment
		p.9) and Analysis (Appendix B)	insight into the methodology and techniques used by Verra Mobility to produce the study thereby providing competitors with both a commercial and financial benefit from the disclosure of this information.
Appendix 2 – Sample Training Materials	140-142	Sample Training Materials	F.S. § 119.0715; 688.002(4) Trade Secret – All training materials are proprietary and confidential due to the potential for a competitor or other third party to receive and recreate or create a similar output for commercialization and financial gain.
Appendix 3 – Accuracy Study/Documentation	143-144	Accuracy Study/Documentation	F.S. § 119.0715; 688.002(4) Trade Secret – All materials are proprietary and confidential due to the potential for a competitor or other third party to receive and recreate or create a similar output for commercialization and financial gain.

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Tab 3. Conflict of Interest

Tab 3. Conflict of Interest. Include executed copy of Attachment C – Conflict of Interest Form.

Please see our completed Tab 3 Conflict of Interest form – Attachment C – Conflict of Interest on the following pages.

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ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

**Immediate family* means spouse, parents and children of the person involved.

***Close personal relationship* means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

****Controlling financial interest* means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

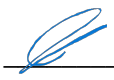
YES _____ NO X

NAME(S) / POSITION(S)

Not applicable

FIRM NAME: American Traffic Solutions, Inc. dba Verra Mobility

BY (PRINTED NAME): Jonathan Baldwin

BY (SIGNATURE): 

TITLE: Executive Vice President, Government Solutions

DATE: 4/11/2024

Tab 4. Response to Proposal

Tab 4. Response to Proposal. Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services.

Verra Mobility is the City of Tampa's current red light enforcement partner and has worked with the City for over 13 years to deliver a model program that has resulted in substantially safer streets. No other automated safety enforcement provider brings our understanding of the City of Tampa with the record of success of working together with the common goal of serving the Tampa community and enhancing community safety.

For your Automated Speed Detection for School Zones Safety Enforcement program, we can positively commit to perform the work described in this RFP with the same degree of commitment and success that we have provided to on your red light program.

Our company has worked in Florida for over a decade and currently has programs in 10 separate Florida counties. We are the only company with unparalleled experience and years of hands-on knowledge of how to deliver and support safety camera programs in the region. We define our success as the longevity of our relationship with our customers and their satisfaction level.

Verra Mobility's programs have earned praise throughout the State of Florida. We bring unmatched industry knowledge. We currently support automated enforcement safety programs for 31 municipalities in the state, including multiple programs within a short distance of the City of Tampa. Verra Mobility delivers and supports the highest number of road safety camera programs in the State of Florida.

On a national level, Verra Mobility is the number one automated enforcement safety camera provider in the industry with approximately 9,000 red-light, speed, stop-arm, and bus lane safety cameras installed in nearly 270 communities and school districts across North America. This number is four to five times larger than our closest competitor. In the U.S. alone, Verra Mobility together with our affiliates, process more than four million automated enforcement events per month from U.S. installed camera systems, and we send approximately 1.4 million potential violations per month to our customers for their review and decision.

Our company works as your partner, offering the City of Tampa the best in industry knowledge and innovative technology based on over 20 years of experience as a global leader. We were recently recognized and added to the S&P SmallCap 600 index. For Tampa, this means having a trusted, financially stable partner that will be able to serve your automated enforcement needs now and into the future with no interruptions and limited risk. Verra Mobility is a public company. This ensures complete transparency in our

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corporate governance, processing compliance with Florida statutes and financial accounting practices.

Verra Mobility's global experience, advanced technology and financial strength provide the expertise required to deliver your safety program more efficiently than newly established competitors that may lack the critical resources needed to ramp up for this new implementation, provide the best in industry School Zone Speed hardware equipment with a highly efficient violation processing platform.

Our strong history servicing clients nationwide has led to an over 95 percent contract renewal rate. Examples of automated enforcement clients outside of the Florida include but are not limited to Norfolk, Virginia Beach, and Falls Church, Virginia; New York City, New York; Baltimore, Baltimore County, and Howard County, Maryland; Washington, D.C.; Clayton County, Georgia; Montgomery, Alabama; Memphis, Tennessee; Baton Rouge and New Orleans, Louisiana; Chandler, Mesa, and Scottsdale, Arizona; Colorado Springs, Colorado; San Francisco, California; and Seattle and Spokane, Washington.

Most critical to the success of our partnership with the City of Tampa is the experience of our staff. Our team consists of account management, licensed engineers, a construction manager and technicians. The account management team assigned to support the proposed School Zone Speed Program are Florida experts:

- **Orlando Torres, Director of Account Management,** brings 18 years of automated enforcement experience throughout the State of Florida. Orlando Torres lives in Fort Lauderdale and is available for in-person visits.

- **Placido Diaz, Senior Account Manager** former head chief of police for the City of Sweetwater, Florida is a seasoned retired law enforcement professional. Placido's experience provides a unique value-add to the program for investigative issues that may require a proper detailed engagement with law enforcement.

Both Orlando and Placido are bi-lingual with a local presence, and regional expertise gained through over 40 years of combined experience serving Florida.

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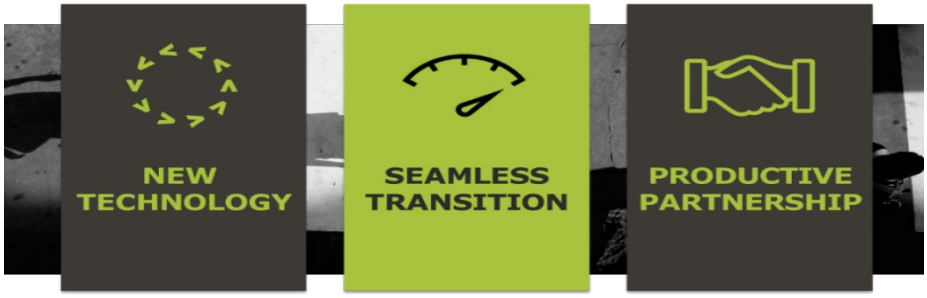
The Verra Mobility team also includes a highly qualified field service staff in Florida to support your program, including two Tampa-certified MBE firms. Verra Mobility has established relationships with Florida Power and Light (FPL), and Florida Department of Transportation (FDOT) to ensure permits are issued on time and project timelines are met. We will provide support to Tampa's School Zone Speed program through all phases from program design to active program violation processing.

Choosing Verra Mobility means:



The combined strengths outlined in our response ensure the highest level of understanding, commitment, and accountability. This enables Verra Mobility to successfully perform the scope of service work outlined in the City of Tampa's RFP, meeting the requirements, and complying with Florida statutes to deliver the School Zone Speed program as scheduled.

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Tab 5. Section I, Scope of Services

Tab 5. Section I, Scope of Services.

We have included all the requirements and documentation under Section I. Scope of Services in the following compliance table. Please note that our proposed solution and price to the City of Tampa is for an all-encompassing turnkey program that includes complete support of all aspects required by the RFP.

SECTION I. SCOPE OF SERVICES
RFP Requirements and Responses
RFP Requirement: 5. PROJECT REQUIREMENTS Proposer is to submit written proposals presenting the proposer's qualifications and understanding of the services provided. Specifically, the proposer should provide thorough responses to ensure the proposer fully understands and can implement chapter 2023-174, Laws of Florida. The proposer's submission should provide all the information that it considers pertinent to its qualifications, and which responds to the specifications and evaluation criteria listed herein. Successful Proposer shall provide and install all equipment including, without limitation, poles, cabinets and related operational equipment at the selected school speed zone locations in compliance with all state, federal and local regulations. The Successful Proposer will be responsible for all permits (including FDOT for state road right of ways within the City), site design, construction, installation and maintenance of the equipment. The Successful Proposer will be required to provide appropriate signage for all intersection approaches. Successful Proposer will be required to have separate electrical meters for all equipment on all roadways at its own expense. Successful Proposer assumes all risk for direct or indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, or operation under the contracted work, until acceptance of the work by the City. Successful Proposer agrees that prior to the expiration of the agreement/contract to deliver to the City all data required by the City to continue processing outstanding violations and data owned by the City under the agreement/contract. The data must be provided in a format that is usable by the City. If data is in a proprietary format the successful Proposer must provide the software necessary to view, extract and utilize the data. The following items are required for the project and the Proposer must provide details on their proposed solution to meet the following requirements:
Verra Mobility Response: Verra Mobility complies with each of your project requirements included within your Scope of Work. We provide specific detail on every RFP scope item in the following fields.

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SECTION I. SCOPE OF SERVICES

RFP Requirement:

5.1 Speed detection technology to include:

- Calibration Method;
- Ability to perform self-tests;
- Documentation of proper operation on a scheduled basis; and
- Evidential documentation on a citation indicating the vehicle being cited for speeding is the vehicle captured by the speed detection system.

Verra Mobility Response:

Our response below to Requirement 5.1.1 details our speed detection technology and the many benefits it offers to the City of Tampa. Verry Mobility's proposed speed detection solution includes the following:

- **Calibration method:** To ensure that speeding incidents captured are accurate and enforceable, all speed enforcement systems are calibrated at installation/deployment.
- **Ability to perform self-tests**: Field Services personnel may initiate a self-test any time during deployment, and its results will appear in the operational log. We call this a "next vehicle" test where the system records the next vehicle as if it is a violator checking all aspects of the incident capture, including an image. These tests will be performed on a scheduled basis approved by the City. This test is recorded in the operational log, which is available to authorized City personnel.
- **Documentation of Proper Operation on a scheduled basis:** Our solution documents proper operation on a scheduled basis of every 12 hours and the cameras perform a self-test twice daily. These tests are adjustable/ configurable to City preferences.
- **Evidential documentation on a citation indicating the vehicle being cited for speeding is the vehicle captured by the speed detection system:** Images captured by the enforcement system are packaged into event files with unique identifiers, digitally signed for both verification and security of information. Each image has a digitally imprinted data bar that can be customized to display and verify information about the offending vehicle as required. Included are the image of the driver (where applicable), the license plate number of the vehicle, a unique event identifier, the location of the event, the date of the event, the time of the event, the elapsed time between images, the direction of travel, the traffic signal phase, the time into the red phase, the vehicle's speed, the duration of the prior amber phase, the vehicle lane of travel, and the camera ID. Verra Mobility will work with the City to design the citation, which can include any or all of these images and other capture data.

RFP Requirement:

5.1.1 Explain why the Proposer's speed detection technology is the best solution for The City.

Verra Mobility Response:

Verra Mobility offers the best solution for the City of Tampa's Automated Speed School Zone Safety Enforcement program and is proposing the use of our 4D radar technology. 4D radar technology operates in all weather conditions and provides quality images and video day and night with 99.9% calibration and capture accuracy. We consider our clients our partners, and work with them not only for the success of the actual safety enforcement program, but also for community outreach, court support, integration with various ALPR and cloud-based crime center systems, and robust reporting to determine how your safety programs are working and how best to evolve them in the future. We will deliver products that meet your unique needs and drive meaningful change.

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SECTION I. SCOPE OF SERVICES

Summary of the speed detection technology includes:

- We are offering our 4D radar technology that can detect and track over 100 objects in all weather conditions.
- All of our radar systems use LiDAR to enhance precision and provide independent, secondary speed verification through image processing, leading to a 99.9% accuracy rate for calibration and capture.
- High-definition video (up to 4K)
- Highly accurate lane designation technology
- Self-service video retrieval and live intersection video streaming (with optional subscription)[1]
- High-resolution cameras that capture clear event images day and night
- LED illumination that minimizes visible light and is respectful to drivers
- Digital signature at time of capture along with internal system self-tests
- Our solution is fully featured with a dedicated ALPR camera and optional integration with other platforms and technology including multiple ALPR providers such as Flock. It is also available with video retrieval and live video. Our cameras include a new generational shift of capabilities with machine learning (ML) and computer vision capabilities.
- Remote system monitoring
- A secure chain of evidence with digital signature at time of capture and data encryption for delivery to the back-office system

Why it matters for the City:

Features	Benefits
Industry leading camera enhancement algorithms to make the captured detail clearer for adjudication and processing purposes. Camera software interfaces with all connected systems, captures images, and packages all the relevant information into event files.	High enforcement rates – Our image enhancement technology means that details such as number plates, can be deciphered and used for enforcement purposes.
Latest generation camera sensors allow low-light and inline flash imaging to capture vivid scenes and readable plates.	Superior image quality – This quality results in improved enforcement success rates due to a greater number of legible number plate images.
Independent, software-based secondary measurement of speed occurs on the system at the edge.	Increased detection and enforcement rates – 4D radar technology provides irrefutable evidence when detecting speed events; this approach is far superior to single-radar systems.
The 4D radar technology is unaffected by heavy rain or fog and utilizes a doppler speed measurement technique for highly accurate speed measurements.	Superior reliability and performance – The system is built on leading radar technology and is superior to other market offerings using laser-based detection. Radar has been shown to be more accurate and effective than LiDAR-based systems in harsh weather conditions such as rain, snow, or fog.

[1] Subject to allowability under Florida Statutes and FDOT guidelines

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SECTION I. SCOPE OF SERVICES

Verra Mobility Video Services

Our fixed speed cameras have a self-service historical video retrieval and live video feed feature[2]. Verra Mobility video services enhance situational awareness for better video management and traffic data analytics.

Authorized personnel can retrieve high-definition video from fixed camera sites at their convenience using these robust tools. In addition, our road safety camera systems can provide a live video feed that allows the City, in real-time, to monitor photo-enforced intersections for traffic management purposes.

Enforcement Software

At the core of our edge systems is the enforcement software that is installed on the edge processing unit to drive system operations. It runs as a service when the processing unit is installed, and once configured during implementation, operates without intervention. This software is built on proven and robust core technology that has been developed and continuously improved to provide the detection, tracking, and capture of vehicles travelling through an enforcement zone.

Verra Mobility's enforcement software employs secondary image tracking and speed determination algorithms on all violating vehicles. Slow-moving vehicles are tracked through proprietary algorithms and remain visible to the system even when momentarily coming to a complete stop at a pedestrian crosswalk or during heavy traffic volumes. In addition to monitoring vehicles and speeds, the system can detect lane position and distance, regardless of vehicle speed and type.

Verra Mobility's enforcement software provides the following functionality:

- Collecting vehicle detection data
- Processing detection data with time stamping, vehicle location, and speed
- Applying enforcement rules with configuration by lane number, time and day, and speed limit threshold
- Triggering and storing video and image evidence that provides specific vehicle location and behavior as it travels through the enforcement zone
- Certifying and encrypting of event files
- Generating operational logs and statistics

Power Options

Verra Mobility understands that the City prefers a solution that runs on solar power. Our systems are able to run on solar power or through direct power.

Our solar-powered solution minimizes operational costs and environmental impact. With solar panels and power storage on the same pole as the camera system, this streamlined solution is aesthetic and easy to install for a variety of use cases.

Automatic License Plate Reader

Verra Mobility offers an Automatic License Plate Reader (ALPR) solution powered by national providers. The ALPR solution is integrated into our camera systems, which allows us to provide the service without additional standalone cameras. Our safety cameras will appear as a new camera in the ALPR partner's portal and can be viewed without an additional subscription license. The cost of the ALPR license for our camera is managed by Verra Mobility (the City will have to pay for their subscription and camera licenses for other cameras purchased outside of the agreement with Verra Mobility).

Our ALPR solution includes real-time vehicle identification, HD color footage for both plate and vehicle recognition, fast hotlist alert notifications, and powerful investigative search capabilities. The solution is driven and managed by AI-based machine learning software, enabling a smarter, comprehensive approach to any ALPR program.

Verra Mobility's ALPR solution includes the following advanced features:

- Recognition of vehicle plate number, state, make, model, color, and other attributes

[2] Live video is subject to allowability under Florida Statutes and FDOT guidelines.

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SECTION I. SCOPE OF SERVICES

- State and local hotlists with Criminal Justice Information Services integration support
- Easy-to-use web application with robust search, analytics, and reporting
- AWS GovCloud data hosting and 30-day retention
- Agency control over data sharing with other agencies

VALUE ADDED PRODUCTS - Deterrent Cameras

Verra Mobility offers additional features at no cost to the City including a completely new service of the installation of up to 10 non-functional deterrent cameras designed as a force multiplier on the program, which will promote public safety and curb dangerous driving behavior. These deterrent cameras can be installed strategically at various locations throughout the City with great effect.

RFP Requirement:

5.1.2 Provide a list, with photos and dimensions, of all major equipment for the SDS (cameras, flash or lighting units, cabinets that will be installed under this contract (including generally what the cabinets contain), that will be installed. Strong preference will be given to SDS that do not require additional cabinetry aside from that which houses the cameras. All SDS must be non-intrusive to roadway or transportation signal cabinetry. Only equipment that is fully operational at the date/time proposals are accepted will be considered as part of this contract award. No prototype equipment or equipment not currently in operation will be accepted.

Verra Mobility Response:

The equipment we are offering in this RFP includes our latest camera technology. The proposed speed camera enforcement system consists of the following components, which are mounted onto a dedicated pole.

Camera Unit

- Two video-based cameras: one is used for the contextual scene images and video clip and the other is customized specifically for the plate images
- 24GHz radar for vehicle detection.
- IR Illumination (LED or Xenon) – replaces traditional flash technology

Utility Cabinet

- Communications module
- Power Distribution Module

In total, the camera unit dimensions are 13” x 16.6” x 5.2” (W x L x H) and weigh 20.9 pounds. The dimensions of our utility cabinets are 20" wide x 24" tall x 11" deep.

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SECTION I. SCOPE OF SERVICES

Figure 1 Photo of Pole-Mounted Equipment

IR Illumination Unit (replaces traditional flash technology)
The dimensions are 13 in x 16.6 in x 5.2 in (331mm x 421 mm x 132 mm).

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RFP Requirement:

5.1.3 Does the SDS at any time photograph or image the driver of the vehicle?

Verra Mobility Response:

Our camera will be able to capture images of drivers and passengers. Captured images of the driver or passengers can be blurred, if requested. However, our proposed technology has the capability for driver images to be captured if allowed by state statutes.

Our cameras' high resolution allows for clear capture of each potentially offending vehicle, license plate, and scene to ensure the highest possible prosecutable violation rate for the safety enforcement program. Our camera system captures full-color images with a 12-megapixel plate camera and an eight-megapixel overview/scene camera capable of recording in up to 4K resolution. When an event is detected, the system triggers the cameras and captures two color images from the rear of the vehicle and a 12-second, high-definition video clip of the scene and multiple other event data elements.

To provide great nighttime images, the system's purpose built low-light camera is further supported by an LED illumination unit. The LED illumination unit provides adequate illumination at varying levels of ambient light. Our purpose-built LED illumination unit allows client programs to effectively capture events that occur during the night or early morning.

Verra Mobility's high-resolution digital imaging solutions provide multilane coverage enabling the ability to capture multiple violations in real time, while performing other sophisticated image processing functions and downloading images. Our systems can capture multiple images per second. Our camera and detection technology have been designed to detect and capture all vehicles, even those traveling side-by-side.

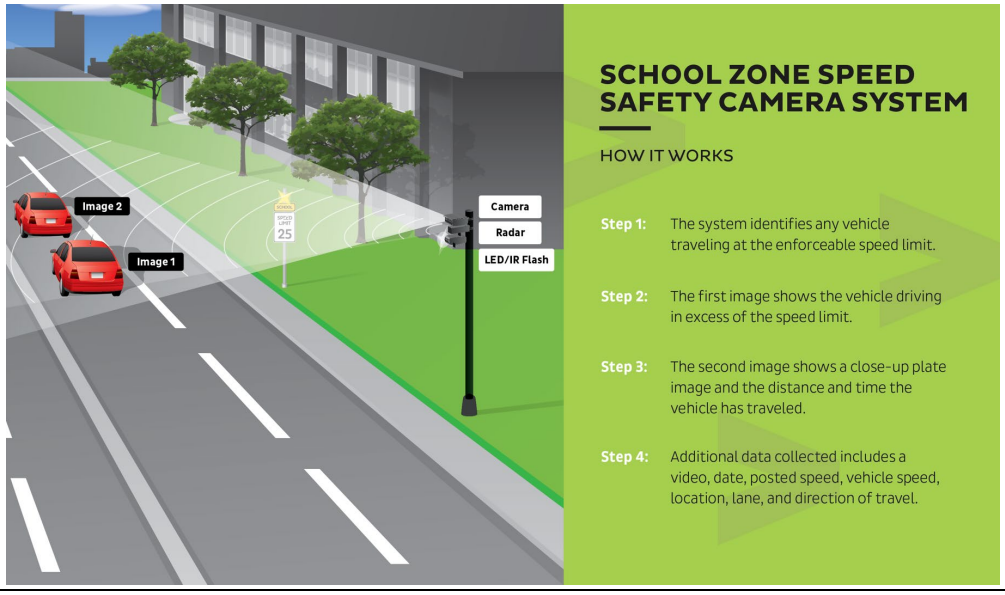
Our camera systems capture simultaneous or near-simultaneous violations in a single set of violation images, if necessary, or will capture the violations in separate image sets.

RFP Requirement:

5.1.4 The SDS must provide at least two (2) digital color still images of each violating event. The images must be taken so that the rear of the vehicle and license plate are captured. The first image shall capture the vehicle within the area of the designated school speed zone at the time of the speed capture. The second image shall depict a close of the license plate.

Verra Mobility Response:

Our SDS does provide two digital color still images of each violating event. Our speed safety camera solution is installed roadside and pointed in the direction of vehicle travel to capture the rear of each offending vehicle as enters the enforcement area. When the system tracks the vehicle to a subsequent image capture point, other images are captured for positive plate and vehicle identification. Please see the depiction below. **We also include sample digital color images in our response to RFP Section 5.15.**



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RFP Requirement:
5.1.5 The camera system shall record data pertinent to each violation at the time of capture.

Verra Mobility Response:
Our systems capture all listed data such as:
1. Scene of location where violation occurred
2. Motor vehicle during violation
3. Display of rear license plate of vehicle
4. The day, month and year of the violation
5. The time of the violation in hours, minutes and seconds
6. Location of violation
7. Frame sequence number

Our image sets includes a data bar with all details necessary to substantiate a violation. This format is used today for the City's existing program and in evidence packages to substantiate every violation.

RFP Requirement:
5.1.6 The SDS should be capable of monitoring up to four (4) traffic lanes at once. Describe the SDS ability to accurately capture violations at approaches with up to four (4) lanes in one direction.

Verra Mobility Response:
Yes. Verra Mobility's enforcement system is capable of covering up to six lanes at once. Our system employs secondary image tracking and speed determination algorithms on all violating vehicles. The image tracking means that our performance in vehicle detection and accuracy is well beyond that of off the shelf systems. Slow-moving vehicles are tracked through proprietary algorithms and remain visible to the system even when momentarily coming to a complete stop at a pedestrian crosswalk or during heavy traffic volumes. In addition to monitoring vehicles and speeds, the system can detect lane position and distance, regardless of vehicle speed and type.

RFP Requirement:
5.2 Traffic / location studies to determine the need for additional automated speed enforcement cameras within school zone roadways. Please provide examples.

Verra Mobility Response:
As a part of our proven implementation plan, Verra Mobility provides an in-depth traffic / location study to determine the optimal locations for school zone speed cameras. The recommended locations are based on existing data and robust analysis to identify locations that constitute highest safety risk to the community. We are well experienced with performing these studies for clients within Florida.
Please see Appendix 1 for our School Zone Speed study that was performed for a prospective client in late 2023.

RFP Requirement:
5.3 Enforcement of applicable speed limits on a roadway properly maintained as a school zone in accordance with Florida State Statute section 316.008(9)(a).

Verra Mobility Response:
Yes. Verra Mobility's enforcement software enables us to configure the applicable speed limits in accordance with Florida State Statue section 316.008(9)(a).

In addition to monitoring vehicles and speeds, the system can detect lane position and distance, regardless of vehicle speed and type.

RFP Requirement:
5.4 Collecting, aggregating, and comparing all traffic data in school speed zones in such a manner that traffic studies can be conducted in near real time.

Verra Mobility Response:
Yes. Our system collects, aggregates and compare all traffic data so that traffic studies can be conducted in near real time. This data is shown within our back-office reporting systems.

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RFP Requirement:

5.5 Initial public notice documents / media for the purposes of public education in cooperation with The City of Tampa, the Hillsborough School District, and the Tampa Police Department. The agency's goal is to encourage traffic safety and increase public knowledge of school speed zone enforcement systems including increasing awareness of the dangers associated with speed through these areas.

Verra Mobility Response:

Yes. As the City's partner in traffic safety, we can help to educate the public about the program and promote its benefits. We will work with City stakeholders to create a customized public awareness plan focusing on safety goals and effectively communicate the life-saving benefits of the safety camera program.

We offer our clients the very best creative and inventive thinking when developing public information and community outreach strategies to promote traffic safety initiatives[3]. Our keen understanding of communications strategies coupled with our knowledge of issues surrounding road safety and smart mobility solutions enable us to successfully define and carry traffic safety messaging to ensure safety belongs to us all.

As the City's partner in traffic safety, we can help to educate the public about the Automated Speed Detection For School Zone Safety Enforcement program and promote its benefits. We will work with City stakeholders to create a customized public awareness plan focusing on safety goals and effectively communicate the life-saving benefits of the safety camera program.

In the rare event we do not already have language ready, we would be happy to create it for the City's consideration. Below are some of the materials we can customize to fit the City's program and community needs.

- Website content with FAQs, how it works information, and local statistics
- Community outreach and a Program Press Kit
- Collateral and logo creation, system images and graphics, program taglines and statistics, as well as logo examples
- Social media toolkit with best practices and a campaign guide
- Earned media strategies, letters to the editor, or op-ed articles to help raise awareness about the program
- Guidance on how to share information regarding the program
- Updates about state-specific and key road safety camera industry news

RFP Requirement:

5.6 Public information and education plan in detail, including outreach efforts to the community and the goals the effort deems to achieve in compliance with section 316.0776, Florida Statutes.

[3] Verra Mobility owns and retains all rights, title, and interest in and to the Public Safety Campaign Content created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. Verra Mobility grants to the Customer a perpetual, revocable, non-transferable, and nonexclusive license to (i) use, copy, display, and distribute the Public Safety Campaign Content solely to promote the Customer's photo enforcement programs, and to modify the Public Safety Campaign Content as needed for formatting. In order to produce the Public Safety Campaign Content, the Customer grants Verra Mobility a nonexclusive, fully paid-up, license to use, reproduce, distribute, perform, practice and display, and to create derivatives of all content, trademarks, service marks, works of authorship, products, software, technology, information, data, specifications, documentation, technical and business plans, and other materials of any kind, and all intellectual property rights therein provided to Verra Mobility solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to the Customer. Customer can approve use of any Customer Content in the Public Safety Campaign Content.

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Verra Mobility Response:

Yes. Below are some of the materials we can customize to fit the City's program and community needs.

- Website content with FAQs, how it works information, and local statistics
- Community outreach and a Program Press Kit
- Collateral and logo creation, system images and graphics, program taglines and statistics, as well as logo examples
- Social media toolkit with best practices and a campaign guide
- Earned media strategies, letters to the editor, or op-ed articles to help raise awareness about the program
- Guidance on how to share information regarding the program
- Updates about state-specific and key road safety camera industry news

RFP Requirement

5.7 The timeline of a public information and education plan for the first year of an automated school zone enforcement program.

Verra Mobility Response

Our public information and education plan begins after business rules are agreed upon by Verra Mobility and the City. We have considerable experience working with the City on your red-light program and bring a history of delivery of effective, well-received public information campaigns. Typically, the timeline for public information release is around two months after notice to proceed for the program.

RFP Requirement

5.8 The stakeholders included in the public information and education plan and how each is utilized to communicate with communities within The City of Tampa, including presentations at public meetings.

Verra Mobility Response

As Florida's leading safety program provider and long-time partner to Tampa, we remain committed to your automated enforcement success. Our communications strategy draws from our deeply rooted experiences in Tampa and Florida where we have consistently delivered impactful campaigns to diverse communities. We have successfully partnered with local media channels, print and local TV news, social media platforms and web-based outreach platforms to deliver a successful bilingual public awareness campaign tailored to meet the needs of the City residents as well as commuters. The program is supported by our two local Senior Account Managers, both longtime Florida residents who have raised families and have been a part of the Florida community for many years. This gives them a unique perspective and understanding of their needs and values. From bilingual content and public service announcements to targeted outreach through local media, we specialize in crafting messages that connect with all members of the community. In particular, our experience partnering with Tampa to reach its Spanish-speaking audiences has been invaluable. That's why we go above and beyond to ensure public awareness with tailored messaging and bilingual content and facilitate connections to local news outlets like Spanish talk radio stations. With our deep ties to the community – from the team members who grew up and raised families locally to the rich experiences we collaborated on to reach the public with a bilingual media strategy for past safety programs – we know how to support your needs. Throughout our partnership, we have proven we can uniquely deliver results that make a real difference in Tampa and drive meaningful change.

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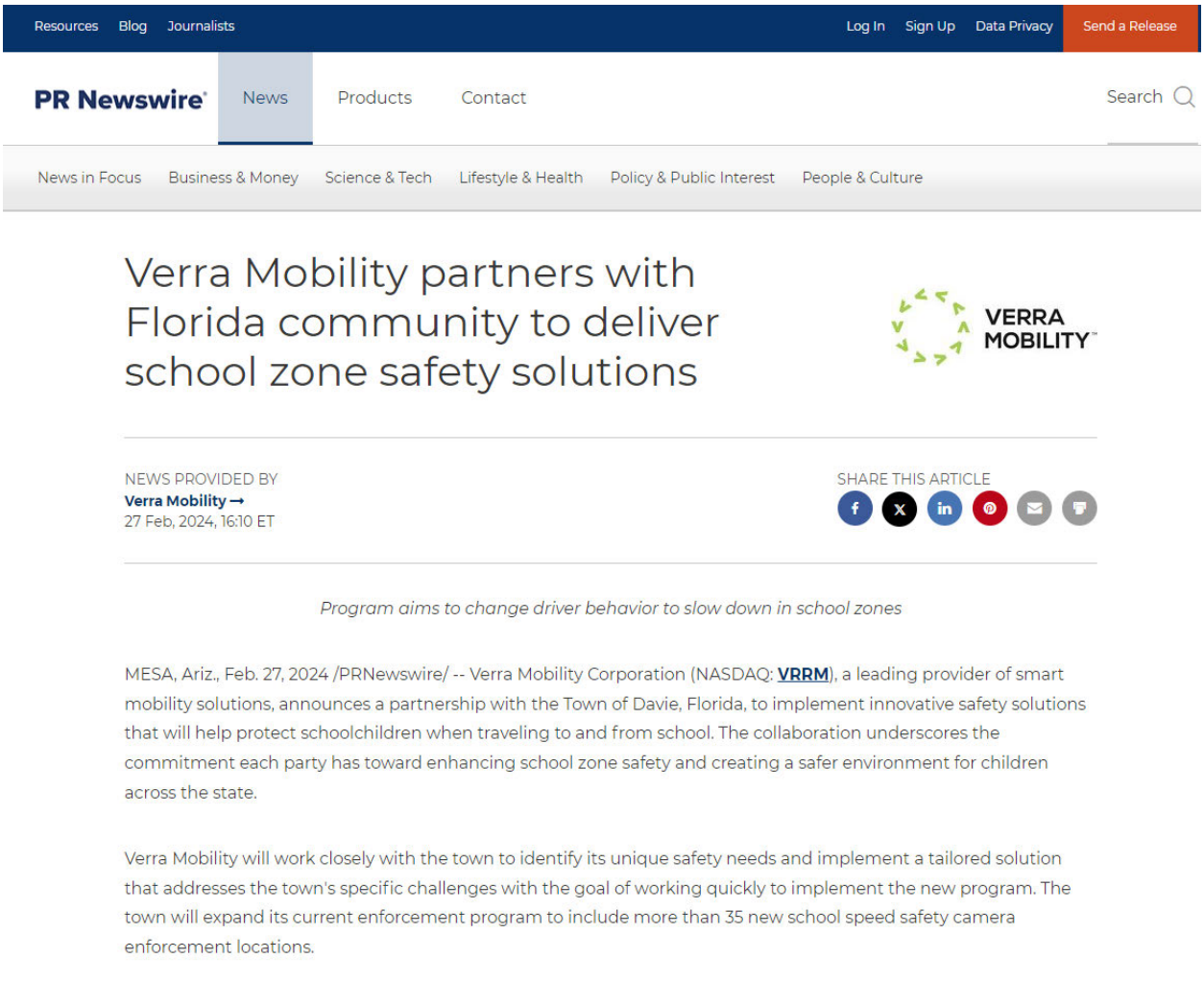
RFP Requirement

5.9 Examples of public information and education documents/media distributed under current/past programs, including:
-Press release samples;
-Internet-based correspondence; and
-Documents distributed by stakeholders.

Verra Mobility Response

We provide examples of safety program community awareness campaigns we have participated in as well as other community awareness activities on the following pages:

Press Release Samples:



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Verra Mobility partners with Florida community to deliver school zone safety solutions

VERRA MOBILITY

NEWS PROVIDED BY
Verra Mobility
27 Feb, 2024, 16:10 ET

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Program aims to change driver behavior to slow down in school zones

MESA, Ariz., Feb. 27, 2024 /PRNewswire/ -- Verra Mobility Corporation (NASDAQ: **VRRM**), a leading provider of smart mobility solutions, announces a partnership with the Town of Davie, Florida, to implement innovative safety solutions that will help protect schoolchildren when traveling to and from school. The collaboration underscores the commitment each party has toward enhancing school zone safety and creating a safer environment for children across the state.

Verra Mobility will work closely with the town to identify its unique safety needs and implement a tailored solution that addresses the town's specific challenges with the goal of working quickly to implement the new program. The town will expand its current enforcement program to include more than 35 new school speed safety camera enforcement locations.

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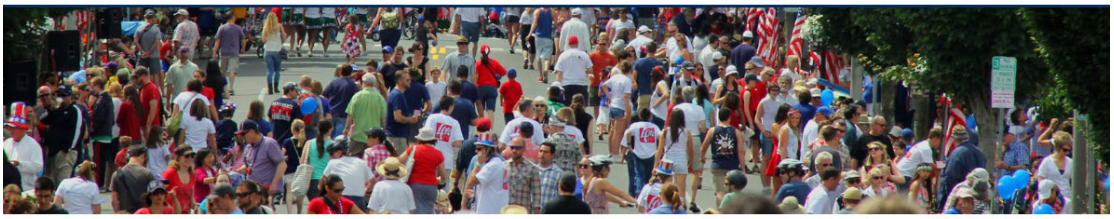
CITY OF EDMONDS
WASHINGTON

Language

HOME GOVERNMENT SERVICES DOING BUSINESS I WANT TO... EXPLORE EDMONDS CITY JOBS



PUBLIC INFORMATION

- Police Links
- Registered Sex Offender Info
- Missing Persons Info
- Can You ID Me?
- How to use 911
- Identity Theft
- Unwanted Medication Disposal
- Patch Requests
- Domestic Violence
- Edmonds Police Foundation
- College Criminal Justice Program

City of Edmonds, WA / Government / Departments / Police Department / Public Information / School Zone Automated Speed Enforcement

SCHOOL ZONE AUTOMATED SPEED ENFORCEMENT

The Warning Period is in effect until February 5, 2024

The City of Edmonds wants to create safer walk zones around our schools and enhance safety within our community. In May 2023, the Edmonds City Council approved the School Zone Camera Enforcement Program as part of this initiative and work began to install the equipment getting the program to full implementation. The Automated School Zone Speed Enforcement Project will help Edmonds PD address multiple complaints and concerns received by concerned parents and residents who live and work near our schools.

One of our highest priorities continues to be the safety of our school children and those that work with them. This project aims to reduce excessive speeds and build a culture of safe, responsible driving around our schools.

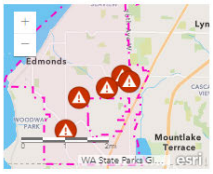
This project includes five camera systems installed at four Edmonds schools – Edmonds-Woodway High School; Scriber Lake School; Chase Lake Elementary; and Westgate Elementary. Beginning **January 2, 2024**, all the camera systems will be turned on and recording violations during targeted school hours. The hours the cameras will be active coincide with the school schedule. The cameras are

UPDATES

January 2, 2024
All the camera systems will be turned on and recording violations during targeted school hours.

February 5, 2024
Following the warning period, on Feb 5, 2024, infractions will be mailed to violators.

MAPS



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State of Hawaii
Department of Transportation
Ka 'Oihana Alakau

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Home » Highways News, Main, News » Phase 1 sites for the Red-Light Safety Camera Pilot announced

PHASE 1 SITES FOR THE RED-LIGHT SAFETY CAMERA PILOT ANNOUNCED

Posted on Sep 20, 2022 in Highways News, Main, News

HONOLULU – The Hawai'i Department of Transportation (HDOT) announces the selection of two intersections for Phase 1 of the Red-Light Safety Camera (RLSC) pilot. Red-Light Safety Cameras will be installed at Vineyard Boulevard and Palama Street and Vineyard Boulevard and Liliha Street.

Construction, including saw cutting, utility connections, and post and sign installations, has begun at the Vineyard and Palama site and is expected to last two weeks. Construction at the Vineyard and Liliha site will begin in October and is expected to run for four weeks.

Once construction is completed, red-light runners at the Phase 1 intersections will begin to receive warning letters. A sample of the warning letter and how the Red-Light Safety Camera system will work is available at https://hidot.hawaii.gov/highways/red-light-safety-program/

The reasoning behind the selection of Vineyard Boulevard at Palama Street and Vineyard Boulevard at Liliha Street follows:

Vineyard Boulevard at Palama Street

Installation of RLSC at this intersection location adjacent to freeway on/off-ramps may help provide traffic calming for vehicles traveling through the neighborhood. The northeast bound approach to the intersection from Palama Street has a higher propensity for crashes; however, data did not show evidence that these crashes were directly correlated with red-light running. A table showing the crash history for the intersection from 2016-2020 is below.

Table 7: Crash History and Baseline RLR Violations at Vineyard Boulevard at Palama Street

	Rear End Crashes	Right Angle Crashes	Sideswipe Crashes	Pedestrian or Bicyclist Involved Crashes	Speed Involved Crashes	Red Light Running Related Crashes	Dusk or Night Time Crashes	Crashes During Times of Sunrise or Sunset	Injury Involved Crashes	Fatality Involved Crashes	Total Crashes
NWB Vineyard Boulevard	-	-	1	-	1	1	1	-	1	1	1
SEB Vineyard Boulevard	1	-	-	-	-	-	-	1	1	-	1
NEB Palama Street	3	-	-	3	1	-	5	-	5	-	8
SWB Palama Street	-	-	-	2	-	-	-	-	2	-	2
Note:	Total Crashes was the summation of all reported crashes at each approach, including some not listed above due to them having another crash-type. Other reported contributing factors were listed, of which some crashes had multiple, while others had none.										

RECENT POSTS

- Wainiha bridge repairs completed
- Single lane closure for work on Mākaha Bridge No. 3, extended through April 30
- HDOT Advises Travelers to Plan Ahead for Busy Easter and Merrie Monarch Festival Travel
- Speed limit on Kalanianaole highway between Kaiona Beach Park and Aloiloi street reduced to 25 mph
- University of Hawai'i PAC-STEP program now accepting student applications for Summer 2024
- Canopy construction for electric vehicle chargers at Kahului Park & Ride
- Scheduled closures for Likelike highway continue March 15

CATEGORIES

- Airports News
- Harbors News
- Highways News
- Main
- News

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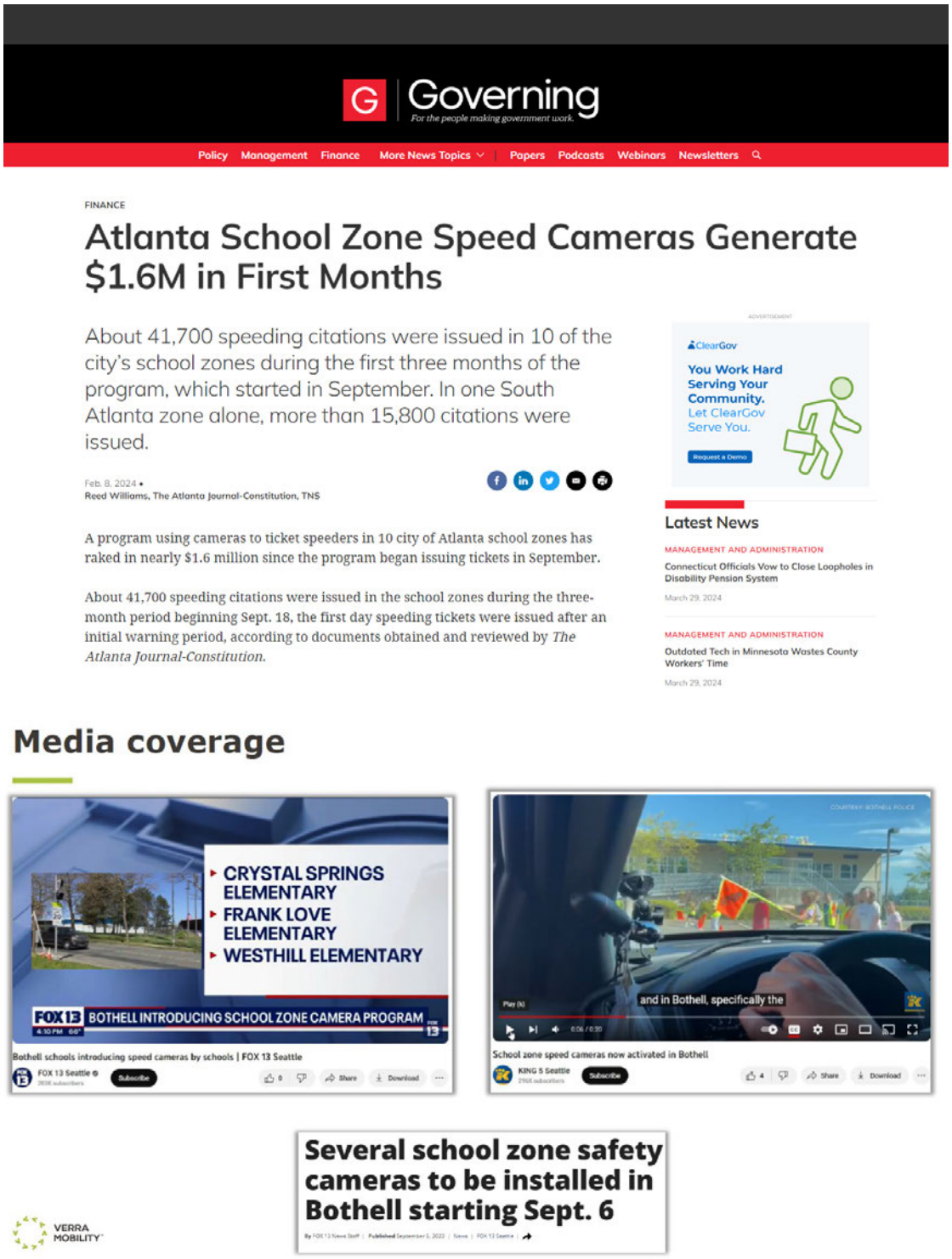
Internet-based correspondence:



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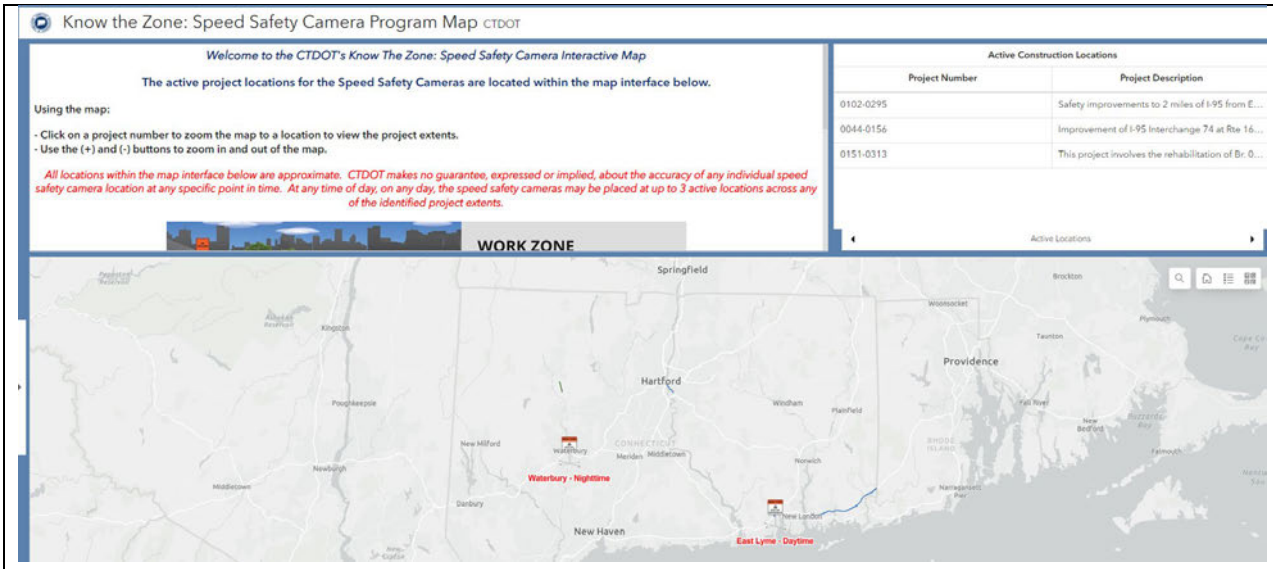

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Documents distributed by stakeholders:

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Verra Mobility Launches Workforce Development Program With Renaissance Technical Institute In Harlem

DECEMBER 27, 2023

Verra Mobility Corporation, a leading provider of smart mobility technology solutions, has launched a new

TRENDING

THINGS TO DO
Join The Legendary St. Mary's 200th Year And The Publication Of Their Newest Book In Harlem

BUSINESS
The Fabulous, Lena Mary Calhoun Horne, 1917-

ART
Harlem Renaissance Writer And Storyteller Harlemite Dorothy West, 1907 – 1998

ART
Harlem Legend Rosa Guy, Harlem Writers Guild Co-Founder And More, 1922-2012

ART
Jackie Ormes, Creator Of Torchy Brown Inducted Into The Harlem Hall Of Fame

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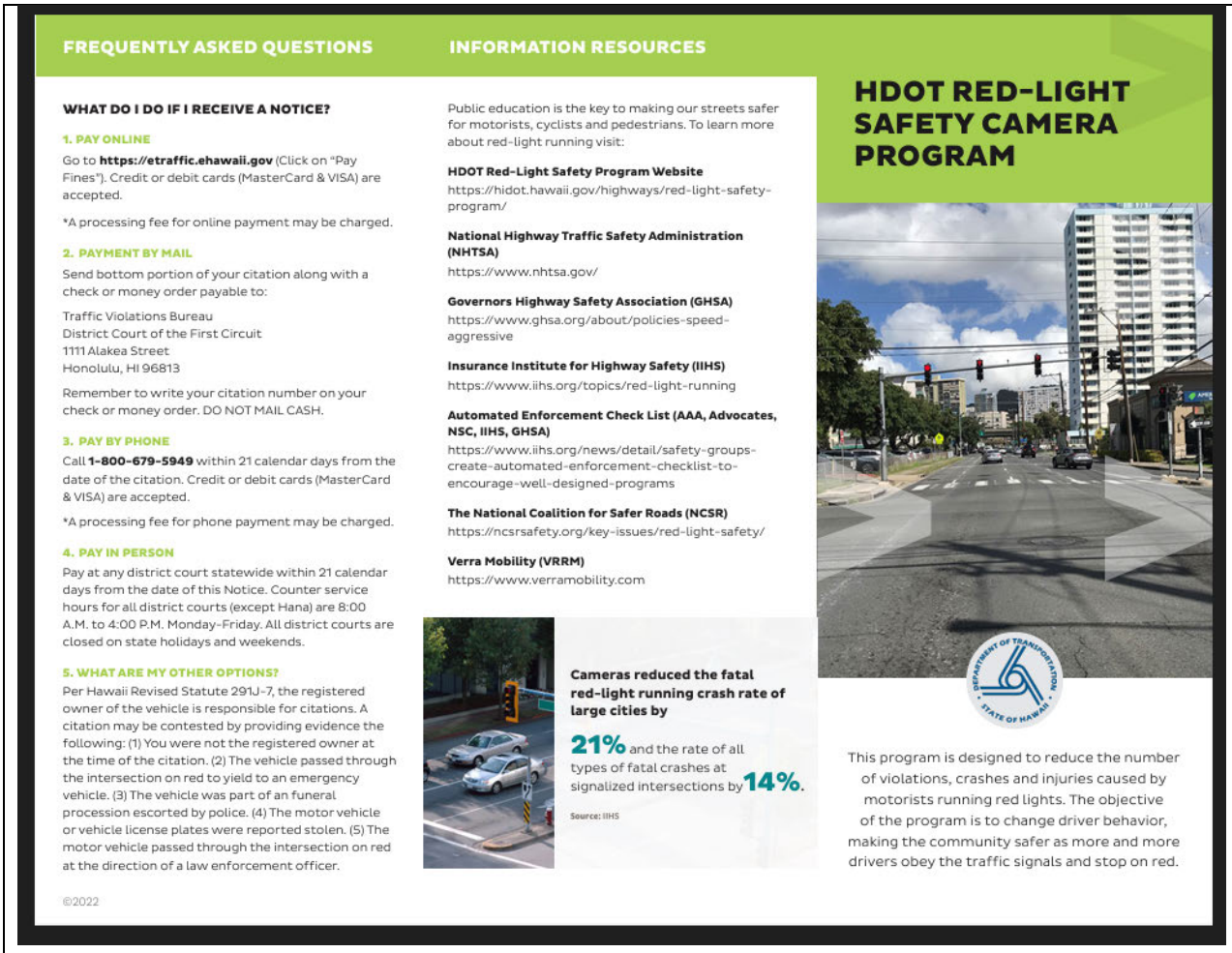

FREQUENTLY ASKED QUESTIONS

WHAT DO I DO IF I RECEIVE A NOTICE?

1. PAY ONLINE

Go to **https://etraffic.ehawaii.gov** (Click on "Pay Fines"). Credit or debit cards (MasterCard & VISA) are accepted.

*A processing fee for online payment may be charged.

2. PAYMENT BY MAIL

Send bottom portion of your citation along with a check or money order payable to:

Traffic Violations Bureau
District Court of the First Circuit
1111 Alakea Street
Honolulu, HI 96813

Remember to write your citation number on your check or money order. DO NOT MAIL CASH.

3. PAY BY PHONE

Call **1-800-679-5949** within 21 calendar days from the date of the citation. Credit or debit cards (MasterCard & VISA) are accepted.

*A processing fee for phone payment may be charged.

4. PAY IN PERSON

Pay at any district court statewide within 21 calendar days from the date of this Notice. Counter service hours for all district courts (except Hana) are 8:00 A.M. to 4:00 P.M. Monday-Friday. All district courts are closed on state holidays and weekends.

5. WHAT ARE MY OTHER OPTIONS?

Per Hawaii Revised Statute 291J-7, the registered owner of the vehicle is responsible for citations. A citation may be contested by providing evidence the following: (1) You were not the registered owner at the time of the citation. (2) The vehicle passed through the intersection on red to yield to an emergency vehicle. (3) The vehicle was part of an funeral procession escorted by police. (4) The motor vehicle or vehicle license plates were reported stolen. (5) The motor vehicle passed through the intersection on red at the direction of a law enforcement officer.

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INFORMATION RESOURCES

Public education is the key to making our streets safer for motorists, cyclists and pedestrians. To learn more about red-light running visit:

HDOT Red-Light Safety Program Website
https://hidot.hawaii.gov/highways/red-light-safety-program/

National Highway Traffic Safety Administration (NHTSA)
https://www.nhtsa.gov/

Governors Highway Safety Association (GHSA)
https://www.ghsa.org/about/policies-speed-aggressive

Insurance Institute for Highway Safety (IIHS)
https://www.iihs.org/topics/red-light-running

Automated Enforcement Check List (AAA, Advocates, NSC, IIHS, GHSA)
https://www.iihs.org/news/detail/safety-groups-create-automated-enforcement-checklist-to-encourage-well-designed-programs

The National Coalition for Safer Roads (NCSR)
https://ncsrsafety.org/key-issues/red-light-safety/

Verra Mobility (VRRM)
https://www.verramobility.com

Cameras reduced the fatal red-light running crash rate of large cities by

21% and the rate of all types of fatal crashes at signalized intersections by **14%**.

Source: IIHS

HDOT RED-LIGHT SAFETY CAMERA PROGRAM

This program is designed to reduce the number of violations, crashes and injuries caused by motorists running red lights. The objective of the program is to change driver behavior, making the community safer as more and more drivers obey the traffic signals and stop on red.

RFP Requirement

5.10 The programmatic success rate of current/previous programs and how such success is defined.

Verra Mobility Response:

Verra Mobility is the City's current red light enforcement partner and has worked with the City to deliver a model program that has resulted in safer streets and has garnered praise throughout the State. Our program was delivered on time and within budget and has continuously and reliably been operated since inception. No other provider brings our understanding of the City and our record of success on your streets, working hand-in-hand with the common goal of service to the community and enhanced safety. This program has encouraged safety, changed driving behavior, which has saved lives.

Our company has worked in Florida for over a decade and currently has programs in 10 separate Florida counties. We are the only company with unparalleled experience and years of hands-on knowledge of how to deliver and support safety camera programs in the region. We define our success as the longevity of our relationship with our customers and their satisfaction level.

Verra Mobility is the number one automated enforcement safety camera provider in the industry with approximately 9,000 red-light, speed, stop-arm, and bus lane safety cameras installed in nearly 270 communities and school districts across North America. This number is four to five times larger than our closest competitor. In the U.S. alone, we, together with our affiliates, process more than four million automated enforcement events per month from U.S. installed camera systems, and we send approximately 1.4 million potential violations per month to our customers for their review and decision.

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We bring unmatched first-hand knowledge of Florida. We currently support automated enforcement safety programs for 31 municipalities in the state, including multiple programs within a short distance of the City of Tampa. Many team members are locally based, with some bringing over 11+ years of experience serving in law enforcement in the State. Our team consists of account management, licensed engineers, a construction manager and technicians. Verra Mobility has key relationships with City, Florida Power and Light (FPL), and Florida Department of Transportation (FDOT) to ensure permits are issued on time and schedules are met.

Our company works as your partner, offering industry knowledge and stability. We are a long-term service provider with 20 years in the industry, and we were recently recognized and added to the S&P SmallCap 600 index. For Tampa, this means having an ally who will be able to serve your enforcement needs now and into the future with no interruptions and limited risk. We are also a public company, which means greater transparency into our corporate governance and financial accounting practices. This global footprint and financial strength give us the capacity to deliver more efficiently than newly established competitors that may lack the resources needed to ramp up implementation or provide the latest technology and equipment.

Our strong history with clients has led to an over 95 percent contract renewal rate. Examples of automated enforcement clients outside of the Florida include but are not limited to Norfolk, Virginia Beach, and Falls Church, Virginia; New York City, New York; Baltimore, Baltimore County, and Howard County, Maryland; Washington, D.C.; Clayton County, Georgia; Montgomery, Alabama; Memphis, Tennessee; Baton Rouge and New Orleans, Louisiana; Chandler, Mesa, and Scottsdale, Arizona; Colorado Springs, Colorado; San Francisco, California; and Seattle and Spokane, Washington.

Please see Tab 6 for our list of references, which are a mixture of clients throughout the United States that have similar programs but also include programs within Florida.

RFP Requirement:

5.11 Technology / methods for determining and providing documentation that flashers were flashing during the reduced speed zone times as required by law when enforcement is being conducted. Such documentation shall be sufficient for evidentiary purposes.

Verra Mobility Response:

Our system documents that flashers were flashing through the use of our 4K overview video of the violator scene. Upon receiving their printed citation in the mail, violators will be able to log into ViolationInfo.com and review the documented event through witnessing the entire video of the violation with the flashing lights.

This is a process used and accepted by courtrooms in multiple states where Verra Mobility has deployed speed enforcement solutions.

RFP Requirement:

5.12 Method for validating the existence and function of flashers in each school zone and the project plans implemented for providing maximum driver visibility and warning of entering a school zone.

Verra Mobility Response:

Our program provides for the validation of the existence and function of flashers in each school zone providing maximum driver visibility and warning of entering a school zone.

The business rules established by the client to meet these statutory guidelines will be followed. Our reviewers look for all videos and confirm that flashers are included within the images. This is also included in the law enforcement packages.

RFP Requirement:

5.13 The proper permitting, installation, initial testing, and ongoing maintenance of systems and components thereof including warning signs, signals, speed measurement and/or any additional components. Prior to installation, the system components shall be approved and permitted / authorized by the Florida Department of Transportation (FDOT). All placement or installation of speed detection cameras must be done in compliance with Florida Statute section 316.0776 and all applicable Florida Statutes, and all Tampa City Code requirements. System components will be installed and maintained so as not to interfere with the operation of traffic control devices except where modifications to existing equipment is necessary to comply with law and or other approved design requirements. Interference or damage to any City, County, State, or private party equipment and/or infrastructure will be at Service Provider's expense.

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Verra Mobility Response:

Yes. After the City approves the design plans and upon receipt of the required permits, we will begin site construction and system installation. Whereas Verra Mobility will have overall responsibility for the installation of the camera systems, we will work with Florida-based Honey Home Services, Inc. to construct the camera sites. Our recommended transition approach will minimize construction needed at the existing sites. Together, Verra Mobility and Honey Home will ensure safe and continuous traffic flow during all phases of installation. Verra Mobility complies with the requirement to bear the cost of repair or replacement of equipment and/or infrastructure for damage resulting from accidental or negligence acts by itself or acts of its subcontractors.

RFP Requirement:

5.14 The speed enforcement signs and how they are implemented in the program.

Verra Mobility Response:

Verra Mobility brings decades of experience working with the Florida Department of Transportation and cities to provide and install the required signage for our programs. We also bring previous experience installing photo enforcement signage within the City of Tampa.

Our programs include all the necessary signage to clearly inform all citizens of zones that are speed enforced. These signs are installed before camera operation begins at a selected location. Our signs meet and/or exceed statutory requirements and we will also work with the City for any additional signage needs.

RFP Requirement:

5.14.1 Description of how the SDS and other processes will be established to ensure the SDS captures and how a capture is screened to ensure only violations during the authorized period of times within a designated school zone for excess speed are issued NOV's.

Verra Mobility Response:

Our images capture the violations during the authorized period of times within the designated school zone for excess speed. Verra Mobility establishes these Notice of Violation (NOV) guidelines based on the City of Tampa's business rules. Those business rules are then used by our review staff to ensure that violations are within the authorized time periods.

RFP Requirement:

5.15 The process used to review all violations for validity and process the data for events that meet specified criteria (Business Rule Qualifications) prior to providing access to alleged violation events via secure web site to the Tampa Police Department for review, determination of violation, and issuance of Notices of Violation and Uniform Traffic Citations. Please provide examples of Notice of Violation and citation processing software images.

Verra Mobility Response:

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Our review process is simple and the same as what is currently provided on Tampa's red light enforcement program. This benefits the City as many personnel are already familiar with the system and the extensive and accurate functionality it provides.

Verra Mobility provides a robust and user-friendly citation and billing process through our Smart Mobility Platform back-office system (BOS). Our BOS is a secure, web-enabled system that can easily be accessed through a web browser, eliminating the need to install client software. This feature-rich, easy-to-use product automates many portions of the enforcement process from event capture to citation prosecution, thereby increasing efficiency and reducing operating costs. The system has been designed and proven to support the accurate processing of traffic events for enforcement programs across the United States. We maintain the resources necessary to handle a high volume of event processing activity.

Our BOS's event processing module is the engine that transforms the digital evidence that is securely transmitted and captured at the roadside into prosecutable events and then delivers them to the offenders through:

- ✓ **Image and video delivery:** All enforcement camera events are securely delivered to us via wired and wireless communications
- ✓ **Data evaluation:** Through a combination of video analytics and processing automation, the roadside data is evaluated against a set of customer-defined rules and delivered into an evidence package, permitting the customer to quickly evaluate whether a violation occurred and to issue a citation
- ✓ **Law enforcement notifications:** Event data is forwarded to law enforcement and includes images and video, a close-up license plate image, and vehicle owner registration information. The platform and notifications will be very familiar to the Police Department due to our previous photo enforcement partnership and work.
- ✓ **Determination process:** Officers are provided a complete review package with all pertinent information on one page that can then be approved or dismissed. This process, known by many officers through our previous automated enforcement program, is both simple and secure.

The following is a step-by-step description of the citation, billing, and reconciliation process.

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Events are reviewed, pre-processed, and queued for law enforcement's (LE) review and determination as to whether a violation occurred. LE gives instructions to Verra Mobility using a Business Rules Questionnaire (BRQ) that directs us to follow your preferred program operating procedures and ensures compliance with Statute requirements at all levels.

The following table describes the advantages of our back-office system.

Activity	Advantages
Image Crop (V1) - Verra Mobility ensures high quality and high volume event capture in accordance with City business rules	**High quality and high volume event review:** > Auto and manual processing > High volume – inhouse and outsourced processing options > Screen exempt vehicles automatically and/or manually > Image enhancement
DMV - Verra Mobility provides advanced DMV lookup capabilities to ensure high success in matching events to registered owners	**High success in DMV returns with advanced features:** > Pre-lookup verification > Failed return management (auto-retry, auto-switching, reprocessing of no-return) > National Change of Address verification (optional) > Undeliverable mail reprocessing (skip trace)
Verify Notice (V2) - Verra Mobility continues to ensure high quality and high volume with a second verification of event capture and registered owner details	**High quality and high volume event review:** > Auto and manual processing > High volume – inhouse and outsourced processing options > Image enhancement > Registered owner verification > Send to supervisor, re-crop

Law Enforcement Review

Authorized City personnel will determine whether a violation has occurred and review each citation prior to the City's issuance of a citation within the BOS. As an online, secure, web-based system, the system enables authorized personnel to perform processing functions from any location with internet access. No applications or complicated software needs to be installed on the City's computer systems. Login and access to the system is protected via TLS encryption, which provides a secure connection to content accessible via the internet by authorized personnel. Our secure system provides data authorizations for various levels of user access for various functions with restrictions on edit/delete functions. All transactions are auditable.

Images captured by the enforcement system are packaged into event files with unique identifiers, digitally signed for both verification and security of information. Each image has a digitally imprinted data bar that can be customized to display information around the offending vehicle including location, date, vehicle speed, and elapsed time between images.

Police can select multiple images including the vehicle before the enforcement zone ("A" shot), vehicle after the enforcement zone ("B" shot), license plate zoom, and video of the captured event. The City can configure the rejection reasons.

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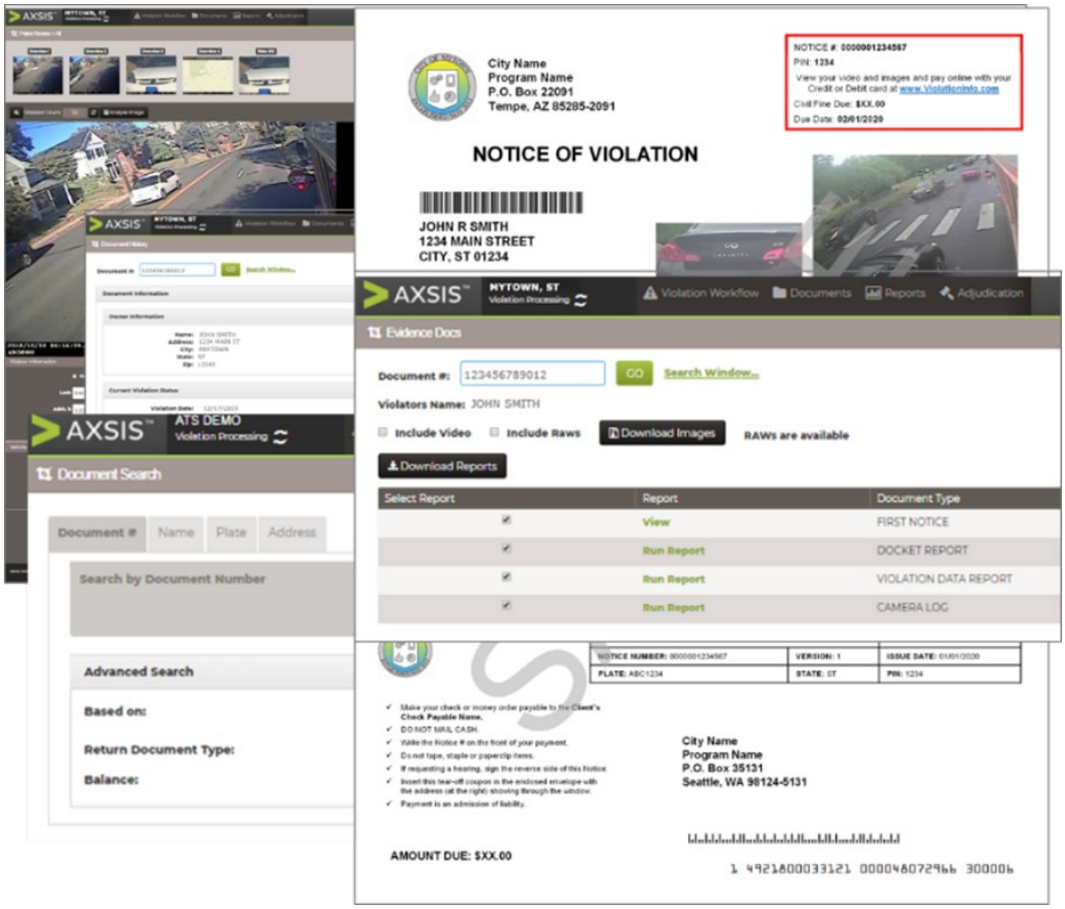
We provide an example notice of violation and sample citation processing software image Police Review screens that law enforcement will typically see when reviewing events below. Note that license plates have been concealed and the screen data modified to ensure privacy.

Example Notice of Violation:



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Citation Processing Software Images:

Figure 2 Police Review Screen – Overview Image 1 "A" Shot and Video

Figure 3 Police Review Screen – Overview Image 2 ("B" Shot) and Video

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Figure 4 Police Review Screen – Plate Image and Video

Figure 5 Police Review Screen – Zoom Image

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Figure 6 Police Review Screen – Configurable Rejection Reasons

RFP Requirement:

5.16 The storage of all data captured by a speed detection system to include the amount of data capable of being stored, data retention, and full description of access to the data and backup systems used to ensure the preservation of all data captured by the speed detection system, whether the data includes a capture of a violation.

Verra Mobility Response:

Yes. As required by statute and per your requirement 5.82.1, we will provide the City access to all enforceable images and video produced by cameras for 60 days after the final disposition of the event. We will ensure they are properly dispositioned within 90 days after the disposition of the event.

Our Smart Mobility Platform is a robust, web-enabled, and fully secure BOS. This feature-rich, easy-to-use system automates many portions of the enforcement process from event capture to citation prosecution, thereby increasing efficiency and reducing operating costs. The system has been designed and proven to support the accurate processing of traffic events for enforcement programs across the United States. We maintain the resources necessary to handle a high volume of event processing activity.

Our Smart Mobility Platform and event processing module is the engine transforming the digital evidence securely transmitted and captured at the roadside into prosecutable events and delivering them to the offenders through:

- ✓ **Image and video delivery:** All enforcement camera events are securely delivered to us via wired and wireless communications
- ✓ **Data evaluation:** Through a combination of video analytics, interfaces with third-party data providers, and processing automation, the roadside data is evaluated against a set of customer-defined rules and delivered into an evidence package, permitting the customer to quickly evaluate whether a violation occurred and to issue a citation
- ✓ **Law enforcement notifications:** Event data is forwarded to law enforcement and includes images and video, a close-up license plate image and vehicle owner registration information

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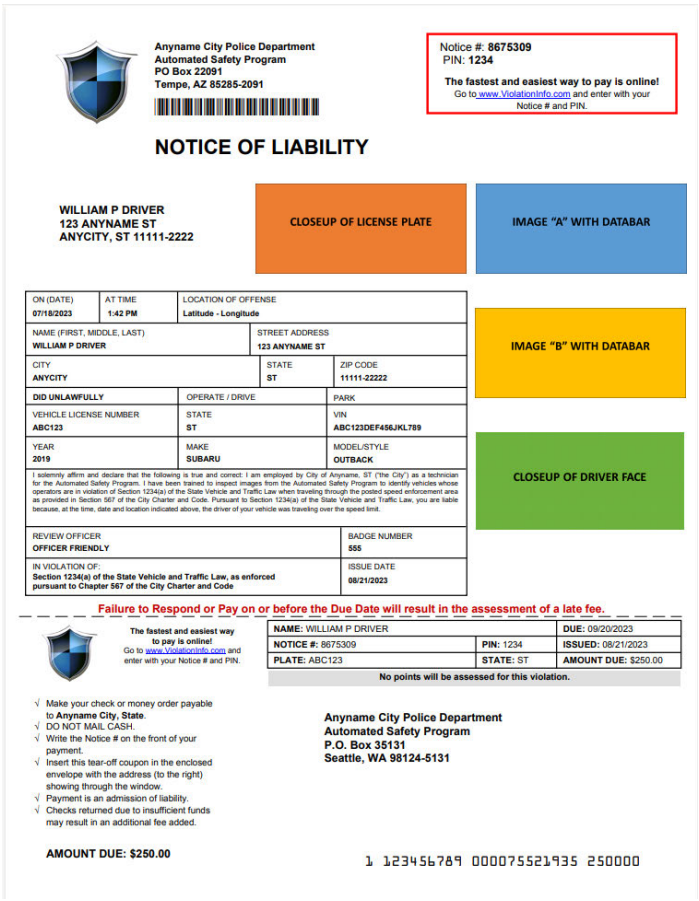
RFP Requirements:

5.17 Samples of all notices, letters and correspondence sent to customers, The Department of Highway Safety and Motor Vehicles or others in processing and administering the school speed zone safety program.

Verra Mobility Response:

Verra Mobility has worked with the City for over a decade to design notices, letters of correspondence and more in coordination with the Department of Highway Safety and Motor Vehicles and other agencies. **We have included a sample notice of violation in RFP section 5.15.** Examples of letters of Correspondence are provided below.

Sample Notice of Liability



Anyname City Police Department
Automated Safety Program
PO Box 22091
Tempe, AZ 85285-2091

Notice #: 8675309
PIN: 1234
The fastest and easiest way to pay is online!
Go to www.ViolationInfo.com and enter with your Notice # and PIN.

NOTICE OF LIABILITY

WILLIAM P DRIVER
123 ANYNAME ST
ANYCITY, ST 11111-2222

CLOSEUP OF LICENSE PLATE

IMAGE "A" WITH DATABAR

IMAGE "B" WITH DATABAR

CLOSEUP OF DRIVER FACE

ON (DATE)	AT TIME	LOCATION OF OFFENSE
07/18/2023	1:42 PM	Latitude - Longitude

NAME (FIRST, MIDDLE, LAST)	STREET ADDRESS	
WILLIAM P DRIVER	123 ANYNAME ST	
CITY	STATE	ZIP CODE
ANYCITY	ST	11111-22222

DID UNLAWFULLY	OPERATE / DRIVE	PARK
VEHICLE LICENSE NUMBER	STATE	VIN
ABC123	ST	ABC123DEF456JKL789
YEAR	MAKE	MODEL/STYLE
2019	SUBARU	OUTBACK

I solemnly affirm and declare that the following is true and correct: I am employed by City of Anyname, ST ("the City") as a technician for the Automated Safety Program. I have been trained to inspect images from the Automated Safety Program to identify vehicles whose operators are in violation of Section 1234(a) of the State Vehicle and Traffic Law when traveling through the posted speed enforcement area as provided in Section 567 of the City Charter and Code. Pursuant to Section 1234(a) of the State Vehicle and Traffic Law, you are liable because, at the time, date and location indicated above, the driver of your vehicle was traveling over the speed limit.

REVIEW OFFICER	BADGE NUMBER
OFFICER FRIENDLY	555
IN VIOLATION OF:	ISSUE DATE
Section 1234(a) of the State Vehicle and Traffic Law, as enforced pursuant to Chapter 567 of the City Charter and Code	08/21/2023

Failure to Respond or Pay on or before the Due Date will result in the assessment of a late fee.

The fastest and easiest way to pay is online!
Go to www.ViolationInfo.com and enter with your Notice # and PIN.

NAME: WILLIAM P DRIVER		DUE: 09/20/2023
NOTICE #: 8675309	PIN: 1234	ISSUED: 08/21/2023
PLATE: ABC123	STATE: ST	AMOUNT DUE: $250.00

No points will be assessed for this violation.

√ Make your check or money order payable to Anyname City, State.
√ DO NOT MAIL CASH.
√ Write the Notice # on the front of your payment.
√ Insert this tear-off coupon in the enclosed envelope with the address (to the right) showing through the window.
√ Payment is an admission of liability.
√ Checks returned due to insufficient funds may result in an additional fee added.

Anyname City Police Department
Automated Safety Program
P.O. Box 35131
Seattle, WA 98124-5131

AMOUNT DUE: $250.00

1 123456789 0000755219 35 250000

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Anyname City has implemented an Automated Safety Program to enforce vehicle safety laws and increase motor and pedestrian safety. It has been determined that your vehicle failed to comply with Section 1234(a) of the State Vehicle and Traffic Law when traveling through the posted speed enforcement area as provided in Section 567 of the City Charter and Code.

You have the following three options that must be acted upon by your Due Date of 09/20/2023. Please choose only one option:

a) Pay the civil penalty shown on the front of this Notice; OR
b) Request a review by submitting an Affidavit of Non-Responsibility found at www.ViolationInfo.com; OR
c) Request an administrative hearing (in-person) by signing and mailing the coupon below. You will be notified by letter of the time, location and date of the hearing you must attend.

Failure to Respond or Pay on or before the Due Date will result in the assessment of a $25.00 late fee.

PAYMENT INSTRUCTIONS

ONLINE: The fastest and easiest way to pay is online. Go to www.ViolationInfo.com and log in with your Notice # and PIN located on the front of this Notice. Click the Pay button. A fee may apply for online payments.

BY PHONE: Call (toll free) 1-866-867-5309 and select option 1. Available 24 hours a day, 7 days a week. A fee may apply for phone payments.

BY MAIL: Mail your check or money order (payable to Anyname City, State) in the enclosed envelope with the coupon printed at the bottom of the front side of this Notice. DO NOT MAIL CASH. Be sure to put the Notice # on the face of your payment. Checks returned due to insufficient funds may result in an additional fee added to the civil penalty due, in addition to any fees charged by your banking institution.

PAY CASH WITH MONEYGRAM: Pay at the nearest CVS Pharmacy or Walmart, or to find a MoneyGram location nearest to you, call 1-800-867-5309 or visit www.moneygram.com/locations. Use receive code 123456789. There is a convenience fee.

VIEW YOUR IMAGES AND VIDEO

The recorded images and video will be submitted as evidence in any proceedings related to this violation. You may view your images online at www.ViolationInfo.com. You will need your Notice # and PIN shown on the front of this Notice of Liability.

TO CONTEST THIS NOTICE

REQUEST A HEARING (IN-PERSON): If you would like to request an Administrative Hearing, sign the coupon below and mail it in the enclosed envelope to the address on the front of this Notice. You will receive a hearing notification in the mail that will include the date, time and location of your hearing. By requesting a hearing, you acknowledge that if found Liable, you will be responsible for the civil penalty. If you fail to attend your hearing you will be found liable and will be responsible for the fine civil penalty. If you choose to pay the civil penalty before your hearing date you do not need to attend the hearing.

AFFIDAVIT OF NON-RESPONSIBILITY (REVIEW): The owner of the vehicle shall be responsible for this Notice of Liability except where evidence is provided, at the time and place of the violation, the ownership of the motor vehicle had been transferred or a citation has been issued by a police officer for this infraction. **Sign and mail the Affidavit of Non-Responsibility (along with all supporting documentation) back before the Due Date on the front of this Notice.** Please mail to Violation Processing Center, PO Box 22091, Tempe, AZ 85285-2091, or email to Info@ViolationInfo.com, or fax to 1-480-867-5309. You will be notified of the outcome by mail. Keep in mind that submitting the Affidavit will NOT automatically result in the closure of this matter. If further information is required, you will be notified.

RENTAL CAR COMPANIES: If you are a rental car or leasing company, send your letter identifying the driver along with the copy of this Notice to the Violation Processing Center, PO Box 22091, Tempe, AZ 85285-2091. Please submit this documentation prior to the due date of this Notice.

For more information about Anyname City's Automated Safety Program, please visit www.anynamecityst.gov/e911/ASP or call Customer Service (toll free) at 1 (866) 867-5309.

Detach here and return the bottom portion as a request for an administrative hearing.

HEARING REQUEST FORM

To request an Administrative Hearing for this Notice, please detach this coupon and return a signed copy in the envelope provided. You will be notified of the date, time and location of the hearing.

I submit this form as a request to contest this Notice of Liability at an Administrative Hearing and acknowledge that it must be received by the Due Date of this Notice to be a valid request. I understand that I must attend this hearing in person, unless represented by counsel appearing in person on my behalf.

Please sign and print name using blue or black ink.

123456789

Signature

Printed Name

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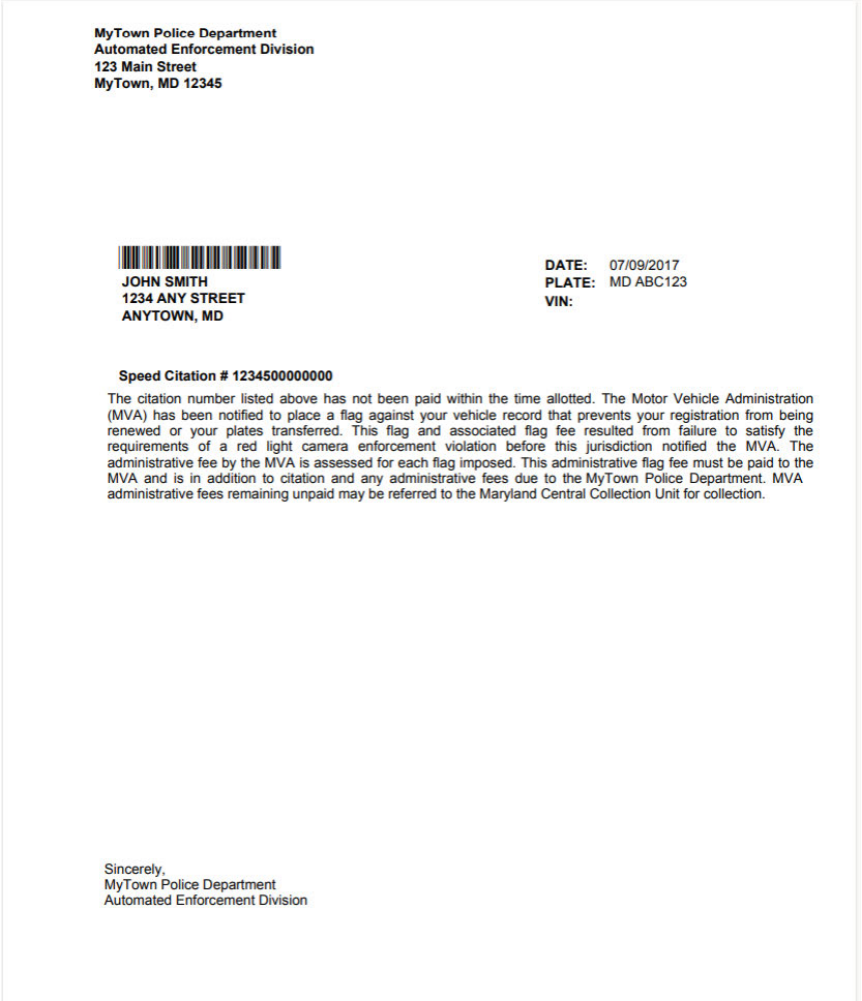
Sample DMV Hold Notification



MyTown Police Department
Automated Enforcement Division
123 Main Street
MyTown, MD 12345

JOHN SMITH
1234 ANY STREET
ANYTOWN, MD

DATE: 07/09/2017
PLATE: MD ABC123
VIN:

Speed Citation # 1234500000000

The citation number listed above has not been paid within the time allotted. The Motor Vehicle Administration (MVA) has been notified to place a flag against your vehicle record that prevents your registration from being renewed or your plates transferred. This flag and associated flag fee resulted from failure to satisfy the requirements of a red light camera enforcement violation before this jurisdiction notified the MVA. The administrative fee by the MVA is assessed for each flag imposed. This administrative flag fee must be paid to the MVA and is in addition to citation and any administrative fees due to the MyTown Police Department. MVA administrative fees remaining unpaid may be referred to the Maryland Central Collection Unit for collection.

Sincerely,
MyTown Police Department
Automated Enforcement Division

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Sample Affidavit of Non-Liability

City of MyTown
Automated Camera Enforcement Program
AFFIDAVIT OF NON-LIABILITY

Notice of Civil Violation Number: _____

Vehicle License Plate Number: _____ **State:** _____

In the space above, you must accurately write the 13-digit Notice Number that appears in the box in the upper right of the front of the Notice of Civil Violation. Also please provide the license plate number and state for the vehicle involved in the violation. Please write clearly and make sure you record the information accurately. If the Notice of Civil Violation Number is unclear or incorrect, the Hearing Officer will not be able to match your affidavit to your infraction, and the Notice of Violation will proceed to a collection agency if not paid.

I declare under penalty of perjury under the laws of the State that the information provided in this declaration is true and correct to the best of my knowledge.

I received the Notice of Violation, number listed above. At the time of the occurrence indicated in the Notice of Civil Violation, the vehicle described in the Notice was:

☐ **Stolen vehicle or registration plates (Provide a copy of the police report)**

☐ **Rented/leased for a term of at least six (6) months (Provide a copy of the agreement)**

Renter/Lessor's information:

_____
Name

_____
Address **City** **State** **Zip**

I am requesting an adjudication by mail using one of the defenses stated above (submit any and all documentary evidence)

_____
Your Signature **Date**

_____
Print your name **Your telephone number** **Your email address**

_____
Your street address **City** **State** **ZIP Code Required**

SUBSCRIBED AND SWORN to before me on this_____ day of_____, 20___.

_____
Notary Public

This affidavit must be notarized and mailed to:

City of MyTown
Mailing Address:
P.O. Box 12345
MyTown, ST 12345

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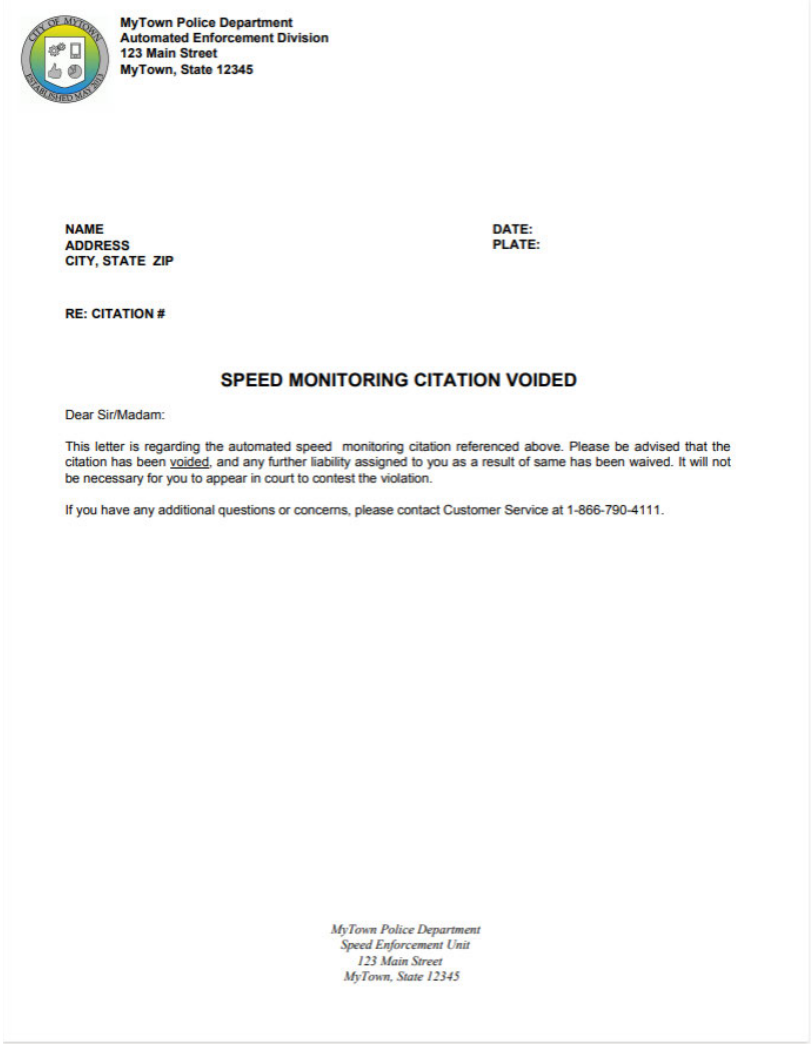
Sample Dismissal Letter



MyTown Police Department
Automated Enforcement Division
123 Main Street
MyTown, State 12345

NAME
ADDRESS
CITY, STATE ZIP

DATE:
PLATE:

RE: CITATION #

SPEED MONITORING CITATION VOIDED

Dear Sir/Madam:

This letter is regarding the automated speed monitoring citation referenced above. Please be advised that the citation has been voided, and any further liability assigned to you as a result of same has been waived. It will not be necessary for you to appear in court to contest the violation.

If you have any additional questions or concerns, please contact Customer Service at 1-866-790-4111.

MyTown Police Department
Speed Enforcement Unit
123 Main Street
MyTown, State 12345

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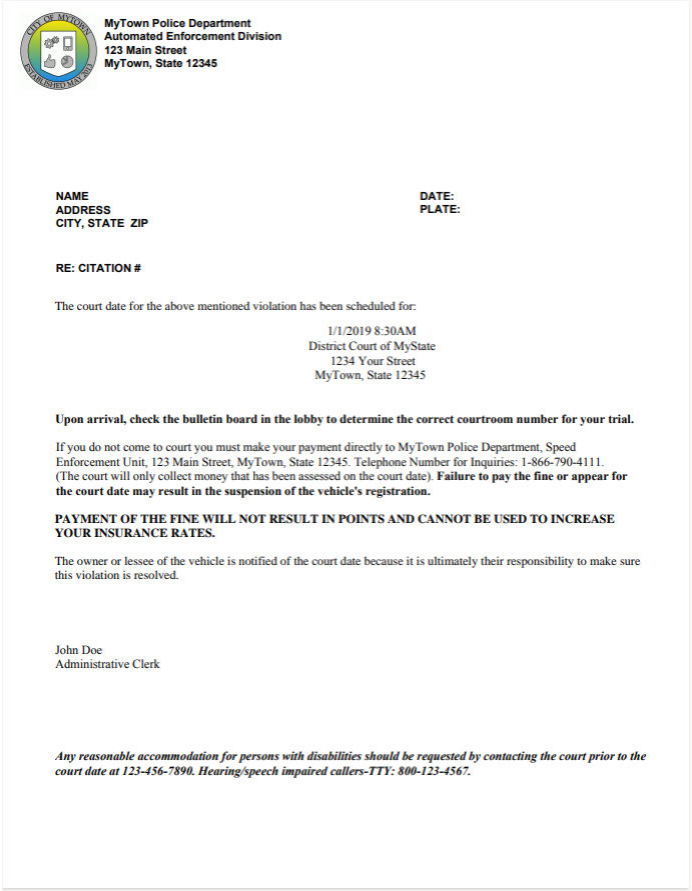
Sample Hearing Notification Letter



MyTown Police Department
Automated Enforcement Division
123 Main Street
MyTown, State 12345

NAME
ADDRESS
CITY, STATE ZIP

DATE:
PLATE:

RE: CITATION #

The court date for the above mentioned violation has been scheduled for:

1/1/2019 8:30AM
District Court of MyState
1234 Your Street
MyTown, State 12345

Upon arrival, check the bulletin board in the lobby to determine the correct courtroom number for your trial.

If you do not come to court you must make your payment directly to MyTown Police Department, Speed Enforcement Unit, 123 Main Street, MyTown, State 12345. Telephone Number for Inquiries: 1-866-790-4111. (The court will only collect money that has been assessed on the court date). **Failure to pay the fine or appear for the court date may result in the suspension of the vehicle's registration.**

PAYMENT OF THE FINE WILL NOT RESULT IN POINTS AND CANNOT BE USED TO INCREASE YOUR INSURANCE RATES.

The owner or lessee of the vehicle is notified of the court date because it is ultimately their responsibility to make sure this violation is resolved.

John Doe
Administrative Clerk

Any reasonable accommodation for persons with disabilities should be requested by contacting the court prior to the court date at 123-456-7890. Hearing/speech impaired callers-TTY: 800-123-4567.

RFP Requirement:

5.17.1 Successful Proposer shall provide sufficient and trained staffing to open; count, batch, log, review, and process correspondence letters received each day. It is The City's desire that a minimum of 90% of all correspondence be processed within one business day of receipt, with the remaining correspondence processed the following business day.

Verra Mobility Response:

Verra Mobility currently provides the exact counting, batching, logging, review and correspondence process services on the City's red light program. This process is known to the City and has resulted in more than 90% of all correspondence processed within one business day of receipt, with the remaining correspondence processed the following business day. No other company has a current record of success providing these exact services to the City of Tampa.

RFP Requirement:

5.17.2 Successful Proposer shall provide a correspondence imaging system that ensures all correspondence received is electronically scanned and available for customer service staff and The City.

Verra Mobility Response:

Verra Mobility's smart mobility platform is currently in operation in the City today providing all of the correspondence imaging services required for our red-light program.

Our platform provides flexible and professional print and mail services that can handle any volume:

- Partner with industry-leading print vendors for scale/quality
- Provide return mail processing (correspondence, transfer of liability)

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- Create citations and mail within established business rules
- Client can immediately access/download/ print citation info
- Option to allow client to print/mail

RFP Requirement:

5.17.3 Proposer shall describe methodology and detail advantages for handling, processing, and tracking incoming correspondence.

Verra Mobility Response:

We will work with the City as we currently do on your red light program in the creation and approval of all notices and correspondence that will be used for the City's program.

Our methodology starts once an event is confirmed and approved by law enforcement, the BOS will automatically queue the citation for printing and mailing. Verra Mobility will mail all approved citations by First Class Mail within the City's requirement and include a self-addressed return envelope with a designated address. Each citation also displays a digital signature of the law enforcement officer or program employee who authorized it. All citations are printed on high quality paper to eliminate smudging and provide the violator with clear visibility.

Citations are fully customizable, and Verra Mobility will work with client stakeholders to ensure that all required verbiage and notice layout fit the statutory and program requirements. We maintain a strict chain of evidence and robust quality control to protect the confidentiality of citizen data.

Verra Mobility's mail processors will review and scan all incoming mail daily. Additionally, we handle and process all return mail. Returned mail is noted in the system under general correspondence as "returned/undeliverable mail." This information is viewable under the event's history 24/7 by authorized personnel. If a forwarding address is provided with the returned mail, we will re-address the citation and re-send it.

RFP Requirement:

5.18 Identifying the registered owner of a vehicle.

Verra Mobility Response:

Yes. Verra Mobility provides advanced DMV lookup capabilities to ensure high success in matching events to registered owners. We have a connection to FDOT for in-state vehicles and utilize NLETS for out-of-state plates.

Verra Mobility uses an automated online and real-time interface from the National Law Enforcement Telecommunications System (NLETS), a not-for-profit international justice and public safety network that provides a reliable link to keep the criminal justice community connected and the public secure. Our NLETS Strategic Partner certification was granted in May 2006; we were the first certified NLETS Strategic Partner in the Road Safety Camera industry. Since February 2023 in Florida, our system uptime was 100 percent, and client processing time averaged 48 milliseconds. It accomplished this accuracy and speed by working to protect the public 24 hours a day every day of the year. For more information on NLETS, please visit their website at www.NLETS.org.

If an issue does occur, such as a "DMV not found" error, then staff will revise incorrect license plate information and resubmit it to obtain the vehicle registration information. If multiple registration data is returned by the DMV, then the violation image is moved to the Type Selection process. Here, our staff members have access to decision support tools to show sample rear images of various vehicle brands and makes. The Verra Mobility camera captures images with very high resolution and color, day or night. This enables our staff to identify the make and model of the motor vehicle when viewing the captured photos.

In the Final Review step, a second staff member performs a final review of the violation images and verifies that the vehicle license plate, registration information, and vehicle information matches the vehicle shown in the images.

RFP Requirement:

5.19 Providing and handling affidavits as allowed by law alleging another person was driving the vehicle at the time.

Verra Mobility Response:

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Verra Mobility has a proven process that allows for another person to nominate the driver of a vehicle at the time of a violation. This is a process that is already followed in our current red light enforcement program with the City of Tampa.

RFP Requirement:

5.20 Providing and posting signage as required under s. 316.0776, Florida Statutes.

Verra Mobility Response:

Yes, we comply and have experience clearly marking our locations with the required signage. Our construction team is seasoned in the process of requesting permits and installing signs within Florida.

RFP Requirement:

5.21 Assisting with public announcement campaign as required under s. 316.0776, Florida Statutes.

Verra Mobility Response:

Yes. We have designed public announcement campaigns for more than a dozen Florida clients with automated enforcement programs. We will work closely with our clients to tailor our campaigns to your preferences and the communities that you serve. Please RFP Section 5.9 for information on our public awareness services.

RFP Requirement:

5.22 A time delay system between when event is witnessed, and when it is processed, in such a way that no event is processed inadvertently due to external factors that may impact zone enforcement (e.g., weather conditions, unexpected school closures).

Verra Mobility Response:

Our systems have internal time mechanisms that ensure that weather conditions, unexpected school closures and other issues do not have a material effect on zone enforcement. This is inclusive of our robust internal review process.

RFP Requirement

5.23 Maintenance and technical support of web-based interface to be used by the agency and court in the review and processing of citations / cases.

Verra Mobility Response:

Our established processing for the red light enforcement program already has a web-based interface in place that is used by the agency and court in the review and processing of citations / cases. The proposed school zone speed program would use the same web-based interface for court and financial review and processing.

RFP Requirement:

5.24 Web-based or other system where authorized users of the system can conduct audits of payments received, disbursements and or other information related to the financial aspect of the contract / agreement.

Verra Mobility Response:

Yes, we have web-based platform is currently providing these exact services on the City's red light program. The platform allows for viewing event history such as payments received, disbursements and more. It also contains a comprehensive reporting package that allows persons to view program statistics, available 24/7.

RFP Requirement:

5.25 Yearly reports as described in s. 316.0776, Florida Statutes.

Verra Mobility Response:

Yes. Our back-office system produces yearly reports in compliance with Florida Statute 316.0776.

RFP Requirement:

5.26 Business practices related to the processing of automated school zone speed enforcement violations, including but not limited to each of the following areas:

Verra Mobility Response:

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Yes, we comply. Please see below for details on the denoted areas.

RFP Requirement:

5.26.1 Review process and transmission of violations to the agency.

Verra Mobility Response:

Our review process is similar to what is currently provided on Tampa's red light enforcement program. This benefits the City as many personnel are already familiar with the system and the extensive and accurate functionality it provides. We provide a full workflow of our violation process in our response to RFP requirement 5.15.

RFP Requirement:

5.26.2 Mailing of duly authorized Notices of Violation to the registered vehicle owner for payment.

Verra Mobility Response:

Verra Mobility mails all Notices of Violation to the registered vehicle owners in compliance with all statutory and business rule requirements.

We provide full printing and mailing services with our program that have been honed over decades serving the automated enforcement industry.

Once an event is confirmed and approved by law enforcement, the BOS will automatically queue the citation for printing and mailing. Verra Mobility will mail all approved citations by First Class Mail within the City's requirement and include a self-addressed return envelope with a designated address. Each citation also displays a digital signature of the law enforcement officer or program employee who authorized it. All citations are printed on high quality paper to eliminate smudging and provide the violator with clear visibility.

Citations are fully customizable, and Verra Mobility will work with client stakeholders to ensure that all required verbiage and notice layout fit the statutory and program requirements. We maintain a strict chain of evidence and robust quality control to protect the confidentiality of citizen data.

Verra Mobility's mail processors will review and scan all incoming mail daily. Additionally, we handle and process all return mail. Returned mail is noted in the system under general correspondence as "returned/undeliverable mail." This information is viewable under the event's history 24/7 by authorized personnel. If a forwarding address is provided with the returned mail, we will re-address the citation and re-send it.

RFP Requirement:

5.26.3 The process for any violator and authorized City employee to access of evidence relating to the violation.

Verra Mobility Response:

A violator has access to all evidence related to their violation provided through our website ViolationInfo.com, similar to how they would access red light camera violations.

For City employees, the program manager authorizes access and it is then created through our Customer Support Specialist.

RFP Requirement:

5.26.4 The process for receiving and remitting payments from violators.

Verra Mobility Response:

Our red light program currently provides a successful banking system to the City of Tampa. We will work with the City on any additional needs.

Below is a description of our banking system that is currently being used by the City:

- Citation payments made through each payment channel will be deposited daily into an existing account or a new account opened by the City at a bank of the City's choice.
- Verra Mobility will facilitate the establishment of the lockbox.

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- Verra Mobility will maintain the lockbox with its channel partner (RLI)
- Verra Mobility will facilitate the establishment of a merchant account with ACI Payments
- Verra Mobility will maintain the public-facing website, and facilitate electronic payment processing (including IVR)
- Verra Mobility will provide BOS reporting to the City on citations paid

The following is a description of the payment processing channels[4]:

- The Client will be required to provide completed banking forms, which may include among others a participation agreement and sub-merchant agreement with the payment processor as well as a bank verification letter prepared by the Client's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.
- When a notice is issued with a fine amount, there are multiple payment channels from which the payer may choose. All payments are tracked by payment source (phone and web, and lockbox and walk-in) and payment method (check, money order, credit card and eCheck/ACH (automated clearinghouse)).
- The BOS allows for applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals to be tracked. Verra Mobility partners with a provider for lockbox services. We also have a relationship with ACI Payments to provide payment processing services for online and phone payments.

The following are the multiple options that Verra Mobility can makes accessible to citation recipients depending on the City's preference.

Lockbox Payments

Each notice includes a payment coupon that the violator mails in with his or her payment by check. All lockbox payments are mailed to the lockbox vendor's address. The lockbox vendor handles the lockbox payment channel and deposits checks and money orders directly to a Client-designated account.

Phone Payments

Violators have the option of paying their fines over the phone utilizing our interactive voice response (IVR) system. Each notice will have our toll-free customer service number listed on it, which violators can call to enter their payment information (credit card or e-Check) over the phone. Violators also have the option to listen to frequently asked questions (FAQs) and other program-related questions. They can speak to a live agent if they need information that is not available in the system's pre-recorded messages. A convenience fee is applied to the payer.

Walk-In Payments

For those violators who wish to make a payment in person, violators can make payments at a Client facility (if the Client desires to offer this option). Each notice will include instructions to the payer to go to the designated location for walk-in payments.

To increase collection capabilities and payment rates, Verra Mobility offers its clients the ability to provide a walk-in cash payment option to violators through MoneyGram™.

[4] For Customer to select Tier 2 or Tier 3 payment processing channels, Customer will be required to provide completed banking and payment processing forms and related agreements, which include among others:

- a participant agreement and submerchant agreement with the payment processor;
- a bank verification letter prepared by the Customer's settlement account's bank; and
- a Form W-9, Request for Taxpayer Identification Number and Certification.

Copies of banking forms and related agreements will be provided upon request.
Neither (i) certain vendors of Verra Mobility, which perform licensing, testing, or qualification of equipment nor (ii) payment processors and other regulated entities, such as U.S. Bank or cellular service providers, are to be considered subcontractors of Verra Mobility under any resulting agreement with Customer.

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With MoneyGram ExpressPayment™, payments are processed and then credited electronically at retailers throughout the nation, such as all Walmart, CVS Pharmacy, and many other well-known retailers. MoneyGram can help violators avoid late fees and other consequences with a same-day walk-in payment option.

Payment availability through MoneyGram locations allows Verra Mobility customers to better serve citizens by providing a convenient and affordable bill payment solution for the “unbanked” and “under-banked” population, who operate mostly with cash. A large network of retail locations can increase the likelihood of citation payment for those without a checking account or credit card by making the process simpler and placing it closer to where the violator resides.

This payment option can help you optimize your program by collecting funds in a more timely and efficient manner. This convenient payment option is available at no additional cost to the Client. Any transaction fee charged to the violator is paid to the MoneyGram Express Payment vendor.

Web Payments

Verra Mobility has a relationship with ACI Payments to provide online and phone payment processing services.

The online payment channel allows violators to pay independently online through our public-facing website. Most major credit cards are accepted. Verra Mobility’s processing system provides validation of the notice numbers, PINs and balances during the session transfers with ACI Payments. A convenience fee is applied to the payer.

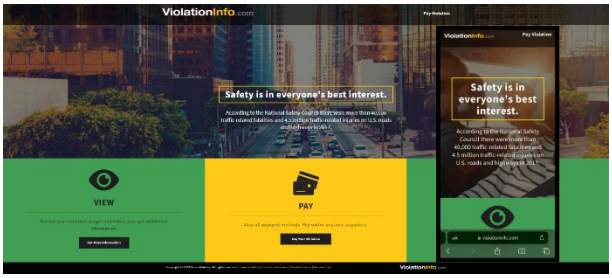
Funds Deposit

Funds received through all payment channels are deposited daily to the Client’s designated bank account. A record of these payments is entered into the BOS and the balances are updated.

RFP Requirement:

5.26.5 The process for challenging violations.

Verra Mobility Response:



As shown in the previous workflow, violators can request a hearing or appeal via our easy-to-use customer service website, just as they can for the current City of Tampa red light program. Each citation is printed with directions for the violator to access our online platform and includes a unique PIN for the violator to use when securely accessing the site. The public-facing website is customized for The City to display a unique background image, frequently asked questions (FAQ), and general program information.

This website can be used to view evidence. It contains a direct link to an external website to allow violators to make a payment, schedule a hearing, or obtain more information on the program. Our website could translate content into Spanish – with the option to translate into other languages as well – to provide a user-friendly experience for violators whose native language is other than English.

RFP Requirement:

5.26.6 The process of setting Notice of Violation hearings.

Verra Mobility Response:

Our back-office system provides simple functionality that allows for these dates to be set. This is a process that has been established by virtue of the current red light program and this process would follow the same path and allow for the use of the same hearing officer.

RFP Requirement:

5.26.7 The process for setting traffic court hearings for citations.

Verra Mobility Response:

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Our process for setting traffic court interfaces is the same as our process on the current Tampa red light program. Our back- office system provides simple functionality that allows for these dates to be set.

RFP Requirement:

5.26.8 A description of evidence materials and method provided to hearing officer and/or traffic court.

Verra Mobility Response:

We provide a court packet similarly to our current process on the red-light program that includes all necessary evidence materials. The electronic Evidence Package provides the following information:

- The violation images, associated video clip and data
- All issued and disputed notices
- Camera log report
- Any other relevant documents (such as letters from the defendant) that may be included in the file prior to each
- scheduled hearing

The Evidence Package is an Adobe PDF file that can easily be passed to the Court for reference by the hearing officer or judge during the hearing.

RFP Requirement:

5.26.9 The generation of Notice of Violation hearing dockets within parameters set by The City.

Verra Mobility Response:

Yes. This is BRQ driven and provided to the City through our system functionality similarly to how is provided on our red light program.

RFP Requirement

5.26.10 Process for preparing and sending Uniform Traffic Citations.

Verra Mobility Response:

Once an event is confirmed and approved by law enforcement, the back-office system automatically queues the citation for printing and mailing. Verra Mobility mails all approved citations by First Class Mail following the City's requirements and includes a self-addressed return envelope with a designated address.

RFP Requirement:

5.26.11 Process for handling affidavits setting forth an exception.

Verra Mobility Response:

All affidavits are received by our company and collected in our system for exceptions. We review the exception and decide at that time.

RFP Requirement:

5.26.12 Qualification of employees reviewing violations.

Verra Mobility Requirement:

We have seasoned staff at our processing centers that specialize in speed and red-light enforcement. We also bring decades of experience reviewing such violations.

RFP Requirement:

5.26.13 Process for unpaid Notices of Violation and Uniform Traffic Citations.

Verra Mobility Requirement:

We can provide collections and services to include uniform traffic citations as allowed by law. We have extensive experience providing these services throughout The United States.

RFP Requirement:

5.26.14 How a payment plan could be offered.

Verra Mobility Response:

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Verra Mobility does provide a partial payment plan option. Below is a description of how the payment plan is initiated and administered:

The citizen must mail in the citation coupon on their First Notice (select the Payment Plan checkbox) and mail in a minimum payment of $25.00. The minimum payment can be sent in via mail, phone, or online. The partial minimum payment must be received to fully commit the citizen to the Penalty Payment Plan. Once approved, the citizen will be notified of acceptance into the Payment Plan through a letter. This letter will contain the new due date (90 days added to existing due date of first notice) and give them their payment instructions. Lack of payment in full by the new 90-day due date results in a registration hold being placed on the license plate.

RFP Requirement:

5.26.15 Customer service plan.

Verra Mobility Response:

Our proposal is full service, offering a customer service spectrum including call center payments, IVR and more. We will provide these services noted below as we currently do on the City's red-light program.

IT Service / Help Desk

The City of Tampa will have access to our IT Service/Help Desk.

The City can contact their assigned Verra Mobility Client Support Specialist (CSS) by email or phone, and the CSS will respond as soon as possible to help resolve issues or answer questions.

If the City needs assistance outside of normal business hours, a representative will return the caller's voicemail within 30 minutes. The IT Service/Help Desk provides on-call coverage for emergencies, such as for account lockouts and service outages.

Call Center

Verra Mobility includes a toll-free number on each citation to speak with live customer service representatives. The call center is available to answer calls Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern time. The public can also utilize our Interactive Voice Response (IVR) system, which provides violators the ability to make payments and obtain real-time updates on their citations 24/7.

Call center staff are trained to handle all questions and concerns regarding road safety cameras. Additionally, customer service representatives maintain a professional and courteous demeanor while assisting with a variety of call topics including but not limited to violations and photo enforcement programs. In the event a customer service representative receives a call that is unique or of high-scale concern, such as threats made against agencies, the call will be escalated.

Verra Mobility supports programs all over North America and has extensive experience dealing with non-English-speaking constituencies. The call center employs multilingual agents in addition to English-speaking staff.

IVR System

We also support a 24/7 IVR system, which allows the public to make inquiries by using their unique citation number or license plate number. Callers can easily obtain citation information including the issuance date, citation number, and license plate number. Each call begins with a welcome greeting, details to find the online platform so they can make a payment, and other information to support the payment process. The IVR system provides callers with access to real-time, detailed citation information that is directly linked to the database. To ensure violators can fully understand their citation details, callers will have the option of hearing information in either English or Spanish.

Citizen Inquiries

Verra Mobility staff are available to respond to citizen inquiries outside of the call center, such as those received via fax, email, or online through the public-facing website. These trained staff provide the same information as the call center representatives. We use the rules and policies established by the City during the business planning session and have an online tool for reference to provide consistent answers.

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RFP Requirement:
5.26.16 Initial and continued training for rotating The City.

Verra Mobility Response:
We provide extensive training resources and materials as a part of our proposal. Broad training is provided at the City's request. Our training overview is provided in our response to requirement 5.27.4.

RFP Requirement:
5.27 Maintaining all SDS systems and components including but not limited to equipment, infrastructure, signs, and any computer hardware, software, or web applications which may be necessary during the term of contract. Updating equipment and technology during the term of the contract as new technology becomes available. Ensure all hosting platforms are secure and meet all requirements of City's Cloud Hosting Policy.

Verra Mobility Response:
Verra Mobility maintains all SDS systems and components including but not limited to equipment, infrastructure, signs, and any computer hardware, software, or web applications for the term of the contract.

We provide automatic upgrades and enhancements to the systems on a regular basis and ensure that they are compliant with Florida Statutes.

Verra Mobility is CJIS and NLETS compliant and meet all industry best standards and policies.

We currently hold the City's red-light program and are compliant with the City's Cloud Hosting Policy.

RFP Requirement:
5.27.1 Ownership, maintenance of camera, video, sensors, computer, and all related camera system equipment shall be the responsibility of the Successful Proposer throughout the term of the contract.

Verra Mobility Response:
Yes, we own, maintain cameras, videos, sensors, computers, and all related camera systems equipment, which will be the responsibility of Verra Mobility throughout the term of the contract. Our maintenance procedures are included within our response to RFP requirement 5.81.

RFP Requirement:
5.27.2 Successful Proposer shall guarantee to repair or replace any inoperable equipment within 72 hours of detection by the Successful Proposer or notification by The City.

Verra Mobility Response:
Yes, Verra Mobility will guarantee repair or replacement of any inoperable equipment within 72 hours of detection by Verra Mobility or after notification by the City.

RFP Requirement:
5.27.3 Describe the proposed standard process for how often the cameras systems will be visited for maintenance and inspection. Explain what occurs during a maintenance and inspection visit.

Verra Mobility Response:
We typically visit camera systems twice per year. A preventive maintenance cadence will be established per Tampa's requirements.

These preventive maintenance visits include the following proactive activities:

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- Clean all glass, camera enclosures, strobe housing, lens covers and polarizers (of graffiti, dust, oil, and other grime)
- Inspect all enclosures for proper seals, locking mechanisms, etc.
- Inspecting and tightening all cables, connections, and terminations.
- Test full functionality of the system (triggering, test shots, strobe, and video).
- Visually inspect the site environment (road surface conditions, signage, and obstructions such as tree branches), photographing any potential issues and relaying information to field services and client project management for decisions on corrective action.
- Test voltage coming to the system and being supplied throughout the system.
- Ensure proper grounding.

RFP Requirement:

5.27.4 Successful Proposer must provide ongoing training support for their product as requested by City throughout the term of the contract. Proposer shall provide details and documentation on its recommendations on training method(s) and schedules for initial and on-going training for City personnel as it relates to utilizing the proposed camera system.

Verra Mobility Response:

Verra Mobility will provide ongoing training support for our products as requested by City throughout the term of the contract. We will provide details and documentation, recommendations on training method(s) and schedules for initial and on-going training for City personnel as it relates to utilizing the proposed camera system.

Verra Mobility is committed to excellence; therefore, our training is designed to deliver content that is specific and relevant to the program that the customer will operate. This includes facilitator-led training sessions that may occur on-site or virtually. Each training course will be accompanied with digital or printed training materials on the topics or functions being trained.

As the project evolves, a member of the Learning and Development team will consult with the Verra Mobility Account Manager and the customer's stakeholders to establish a training plan including the timing of training, class sizes, delivery method, facilities and resources needed.

Our trainers have over 32 years of combined experience in the photo enforcement industry, and each trainer on our team has at least 11 years in the Learning & Development industry with a focus on facilitating adult learning. Recognizing the importance of the National Highway Traffic Safety Administration's guidance for basic training in Radar and Lidar Speed measurement, our trainers are certified instructors of Police Traffic Radar and Laser. The City will receive a range of training options to ensure that all users are properly trained in relevant aspects of the systems and program management.

Course Catalog

Course Title	Course Description
Program & Technology Overview	This course provides participants with a comprehensive introduction to the camera systems and back-office workflow, from roadside event capture through citation issuance and post-issuance services. Content is tailored to fit the audience's roles and responsibilities and can be customized to be delivered at multiple levels of depth. This is offered as a standalone course or can be combined with any of the Functional Training courses.
Functional Training: Event Processing	The Event Processing course instructs designated personnel (typically Law Enforcement) to operate our easy-to-use back-office system. Participants are trained on system navigation & functionality, and all available tools used when reviewing potential violations. This training includes hands-on processing of events when delivered immediately following camera activation and program launch.

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Course Title	Course Description
Functional Training: Payment Processing	This course is designed specifically for those personnel who will be receiving and entering payments into the back-office system, should the Program choose to accept payments locally. This course guides participants through the process of applying payments with hands-on practice. It also demonstrates how to use reports to monitor the payments recorded daily by the City's users, and other payment-related functions. This course is only necessary should the Program opt to accept payments locally and use Verra Mobility back-office system as the system of record for local payments.
Functional Training: Finance and Reconciliation	This course is designed specifically for personnel, typically finance or accounting personnel, who handle reconciliation of revenue received for the program. This course is customized for each program. This includes reconciliation of revenue received using on-demand reports, and when applicable, documenting refunds issued and documenting returned payment items.
Functional Training: Hearings & Adjudication	This course instructs Court personnel how to use our back-office system to retrieve evidence packages, process Affidavits, manage hearing schedules, record dispositions, and utilize the system reports associated with contested citations. This training is only necessary for Programs which elect to use our back-office system to facilitate their court procedures, including Administrative Reviews, Hearings and/or Appeals.
Functional Training: Reporting	This course instructs personnel how to access and utilize the back-office system reports feature. The course is tailored to focus on the reporting pertinent to the audience's roles and responsibilities. This course can be integrated into any of the Functional Training courses or can be a stand-alone course.

Course Delivery Format

All courses listed as Functional Training can be facilitated on-site (in-person) or virtually. At initial program launch, training may be conducted on-site or virtually, dependent upon the City's preference and social/environmental conditions which may restrict travel.

Subsequent Training (After Initial Program Launch)

Throughout the life of your program, facilitator-led training is available upon request (subject to trainers' availability). Subsequent training including refresher training for existing users or training for new users added after initial program launch is delivered virtually. Participants may attend virtual classes individually from their own computers or gather in a central location such as a conference room, training room or computer lab.

Virtual classes are provided at no additional cost to the City and can be requested up to eight times per year.

Training Class Sizes

For virtual classes Verra Mobility recommends no more than fifteen (15) participants (no minimum). For on-site classes Verra Mobility recommends at least six (6) and no more than fifteen (15) participants.

RFP Requirement

5.28 Monitoring cameras to determine outages or mechanical issues. A SDS must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at least once every 30 days. Unless otherwise agreed to be completed by Tampa Police Department in writing, the Successful Proposer shall maintain a log of the results of the system's self-tests and shall also perform an independent calibration test on the speed detection system at least every 12 months. These shall be provided monthly to the Tampa Police Department for use in any hearing as authorized under Florida Statute Section 316.1906.

Verra Mobility Response

Yes, we comply with this requirement. Our system runs self-tests and calibrations at a minimum every thirty (30) days, and any issues discovered, are addressed quickly. Verra Mobility will maintain a log of the results of the system's self-tests and will perform an independent calibration test on the speed detection system at least every 12 months.

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We maintain equipment performance logs that can be provided to the City upon request. The Verra Command Center (VCC) provides 24x7 monitoring and support for all camera systems to verify each site's operational status every day.

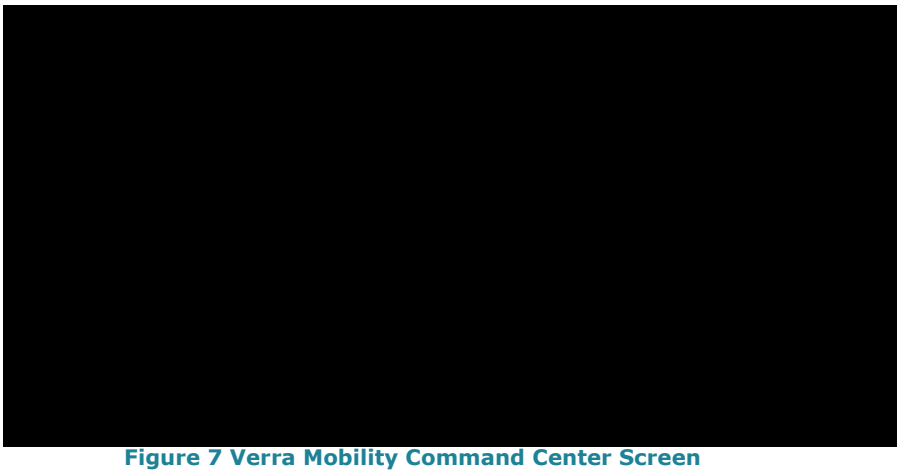
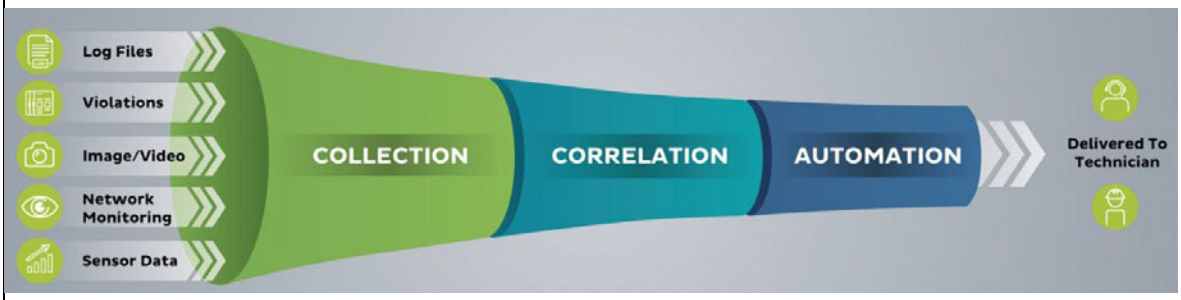


Figure 7 Verra Mobility Command Center Screen

The VCC leverages a suite of systems and tools to ensure proper system functionality and processes maintenance events through the following three phases.

- ***Collection –*** Verra Mobility collects real-time data from numerous sources including image/video data, event data, network availability, system log files, and sensor data. This is unprocessed raw data that feeds through our processing engine.
- ***Correlation –*** Verra Mobility uses correlation to make sense of the raw data. We connect details from disparate sources to draw a fuller picture of the impact. Using this powerful tool, we can identify issues quickly, effectively prioritize their impact, and ultimately build a faster path to resolution.
- ***Automation –*** Verra Mobility applies further automated logic in real-time including:
  - Automated image review to ensure optimum image and video quality
  - Automated escalation and notification procedures to immediately engage resources to reduce mean time to repair (MTTR)
  - Automated 24/7 paging to field to get support teams rolling when necessary.

Figure 8 Verra Mobility Automation Cycle



If a camera or system malfunction occurs, we will immediately notify the appropriate personnel. Clients can customize how often they want to be notified of critical incidents. Notifications will be sent by text or email, depending on the user's preference.

We use a priority scheme in our VCC to ensure that we respond first to critical outages that render the camera system inoperable or have the potential to be a safety hazard to the public. Service tickets are created in response to:

- Verra Mobility's monitoring tools identifying a failure condition and auto populating a ticket
- Our support organization identifying an issue and creating a service ticket
- One of Verra Mobility's other support organizations identifying an issue and creating a service ticket

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- Local field personnel identifying an issue and creating a service ticket

Once a ticket is created, it is placed in a queue for the associated site. A severity level is assigned, and the ticket is prioritized accordingly. The system has built-in escalations for notification of appropriate management in exception conditions. In such cases, a field services technician is dispatched to ensure that there are no safety hazards and creates a follow-up ticket to complete the repairs and return the system to operational status.

The VCC also allows for ticket transfers, showing the progression of a particular failure. For example, a ticket might start with Tier 1 support, been passed to a network specialist, and then passed to the field for onsite repair. The system tracks each “touch” and records all activity as it is passed from one support group to another.

All tickets have specific escalation “triggers.” For example, schedule conflicts with resource requirements (i.e., equipment and labor) are a trigger, just as remedy-recommendation issues are a trigger. In response to each trigger, the dispatch team and appropriate management levels are notified, and corrective action is taken to complete and close the ticket swiftly and successfully. Throughout the entire process, updates are made to the ticket logs to form an “audit trail” and ensure that the status of every event is easily accessible and up to date.

As new releases of software, firmware and hardware become available, or as general maintenance activities need to be performed (e.g., camera adjustments, lens cleaning, flash bulb replacements, etc.), a dispatch ticket is queued for scheduling in conjunction with either a “grouping” of upgrades or a repair call. Such scheduling allows us to complete system upgrades/maintenance with the least amount of disruption to the sites. Upgrades which are deemed critical are placed in our standard dispatch queue with a high priority and scheduled the same way as a trouble ticket would typically be handled.

RFP Requirement

5.29 A comprehensive training program for City of Tampa personnel involved in the administration and/or operation of the system and its components, including designated personnel. Training for personnel should include at a minimum:
-Detection and camera systems familiarization;
-System training in a classroom or work environment setting;
-Hardware (if applicable) and or software familiarization training; and
-Testimony and evidence presentation strategies for presenting School Zone Speed citations at a Notice of Violation hearing or in traffic court.

Verra Mobility Response:

Verra Mobility will provide a comprehensive training program for City of Tampa personnel involved in the administration and/or operation of the system and its components, including designated personnel. Training for personnel will include at a minimum:

- Detection and camera systems familiarization.
- System training in a classroom or work environment setting.
- Hardware (if applicable) and or software familiarization training; and
- Testimony and evidence presentation strategies for presenting School Zone Speed citations at a Notice of Violation hearing or in traffic court.

Our dedicated trainers have decades of experience in the Learning and Development industry with a focus on adult learning. Recognizing the importance of the National Highway Traffic Safety Administration’s guidance for training in Radar and Lidar Speed measurement, our trainers are certified by the Institute of Police Technology and Management as instructors of Police Traffic Radar and Laser.

The City will receive a range of training options to ensure that all users are properly trained in relevant aspects of the systems and program.

See our response to RFP Requirement 5.27.4 for additional details on our course offerings.

RFP Requirement:

5.29.1 Successful Proposer shall furnish all training materials when required and include samples of training materials as part of its submittal.

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Verra Mobility Response:

Verra Mobility will furnish all training materials required and have included samples of training materials as part of its submittal.

The sample course materials are located in Appendix 2 – Sample Training Materials.

Example training course descriptions are provided below.

Program and Technology Overview Training Course - This course provides participants with a comprehensive introduction to the camera systems and back office workflow, from roadside event capture through citation issuance and post-issuance services. Content is tailored to fit the audience's roles and responsibilities and can be customized to be delivered at multiple levels of depth. This is offered as a standalone course or can be combined with any of the Functional Training courses listed.

Functional Training: Event Processing - The Event Processing course instructs designated personnel (typically Law Enforcement) to operate our easy-to-use BOS. Participants are trained on system navigation and functionality, and all available tools used when reviewing potential violations. This training includes hands-on processing of events when delivered immediately following camera activation and program launch.

Functional Training: Payment Processing This course is designed specifically for those personnel who will be receiving and entering payments into the BOS, should the Program choose to accept payments locally. This course guides participants through the process of applying payments with hands-on practice. It also demonstrates how to use reports to monitor the payments recorded daily by the City's users, and other payment-related functions.

This course is only necessary should the Program opt to accept payments locally and use Verra Mobility BOS as the system of record for local payments.

Functional Training: Finance and Reconciliation This course is designed specifically for personnel, typically finance or accounting personnel, who handle reconciliation of revenue received for the program. This course is customized for each program. This includes reconciliation of revenue received using on-demand reports, and when applicable, documenting refunds issued and documenting returned payment items.

Functional Training: Hearings and Adjudication This course instructs Court personnel how to use our BOS to retrieve evidence packages, process Affidavits, manage hearing schedules, record dispositions, and use the system reports associated with contested citations.

This training is only necessary for Programs which elect to use our BOS to facilitate their court procedures, including Administrative Reviews, Hearings and/or Appeals.

Functional Training: Reporting This course instructs personnel how to access and use the BOS reports feature. The course is tailored to focus on the reporting pertinent to the audience's roles and responsibilities.

This course can be integrated into any of the Functional Training courses or can be a stand-alone course.

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RFP Requirement:

5.30 A system for the Program that requires no dedicated servers or specialized computers owned by The City for deployment of the Program.

Verra Mobility Response:

Yes. Our back-office platform system is web-based and does not require dedicated servers or specialized computers.

RFP Requirement:

5.31 Providing access to the web-based processing / approval software and/or any other related software.

Verra Mobility Response:

Verra Mobility will provide access to the web-based processing / approval software and/or any other related software.

The program manager will have the ability to authorize access by notifying Verra Mobility's Customer Support Specialist to create the access profile account. This mirrors the process that we use for your current red-light program.

RFP Requirement:

5.32 Business practices, financial processes, and timeline for transferring funds.

Verra Mobility Response:

Verra Mobility uses industry best business practices and financial processes that are statutorily required and accepted by the City of Tampa. We use ACH transfers to perform financial processes. Our fund transfer timeline is configurable based upon Tampa's needs.

RFP Requirement:

5.33 Materials for Notice of Violation hearings and court hearings including but not limited to legal proceedings challenging the speed detection system or issuance of a Notice of Violation or citation.

Verra Mobility Response:

Verra Mobility provides materials for Notice of Violation hearings and court hearings including but not limited to legal proceedings challenging the speed detection system or issuance of a Notice of Violation or citation.

The BOS will be configured to produce an electronic Evidence Package for each citation that allows authorized users to view and print the following information:

- The violation images associated video clip and data.
- All issued and disputed notices.
- Camera log report.
- Any other relevant documents (such as letters from the defendant) that may be included in the file prior to each scheduled hearing.

The Evidence Package is an Adobe PDF file that can easily be passed to the Court for reference by the hearing officer or judge during the hearing. The evidence package will include all necessary documents associated with each violation.

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RFP Requirement:
5.34 Expert witness testimony when required in all legal proceedings or City Notice of Violation or City Council hearings to explain, defend, or confirm the functionality or accuracy of the system.

Verra Mobility Response:
Yes. Verra Mobility will provide an expert witness for any City Council hearing and in any legal proceeding. Verra Mobility will train a Customer expert witness, if necessary depending on the frequency of the need of an expert.

RFP Requirement:
5.35 Experience with sealed and certified plans for the placement of infrastructure and equipment in public rights-of-way to required transportation departments for review and approval.

Verra Mobility Response:
Yes, we have more than a decade of experience with sealed and certified plans for the placement of infrastructure and equipment in the public right-of-way not only in Florida, but throughout the United States.

In addition to utilizing, as needed, highly qualified local vendors and subcontractors for various activities, Verra Mobility has a fully integrated and equipped in-house design and engineering team of surveyors and CAD technicians under the leadership/supervision of a Professional Engineer (PE) licensed in multiple states, including Florida, with a Master's concentration in Transportation Planning and Engineering and 15 years of experience in traffic engineering and transportation planning.

The Design and Engineering Team will manage design plans to adhere to local permitting and will collaborate with our in-house construction staff on drawing review, provision of final drawings for the approved sites, and the necessary requirements for submission as prescribed by the City.

RFP Requirement:
5.36 Verification of the calendar for enforcement times. The service provider shall describe the responsibility for this business process on an ongoing basis after installation.

Verra Mobility Response:
Verra Mobility provides for the verification of the calendar for enforcement times by working with the City and School District in order to ensure that we abide by the proper school scheduling. We proactively review the business rules every six months to adapt to any changes that may arise in the school calendar.

RFP Requirement:
5.37 Distributing funds collected by the vendor in accordance with chapter 2023-174, Laws of Florida.

Verra Mobility Response:
Verra Mobility will distribute funds collected in accordance with chapter 2023-174, Laws of Florida. We will provide a business solution tailored to the City of Tampa's needs and remain statutorily compliant. We currently provide financial transfers for your red-light program and are already set up with the City.

RFP Requirement:
5.38 Each speed detection system (SDS) shall be equipped to detect a violating vehicle specifically using LiDAR (Light Detection and Ranging) or radar, activate the camera/video system, and produce color images of the rear of the vehicle. Digital camera/video technology is required. The City requires SDS with both photo and video capabilities. The City prefers LiDAR.

Verra Mobility Response:
Verra Mobility is a global industry expert and the number one provider of automated enforcement solutions in the State of Florida with 31 communities currently served. We have worked with numerous cities, towns, transportation departments and police departments from all around the world to develop the most robust and efficient products to enhance community safety. As such we wanted to share our experience in the use of radar and LiDAR systems with the City of Tampa by clearly explaining the industry and academic recommendations on both technologies.

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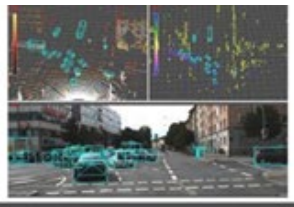
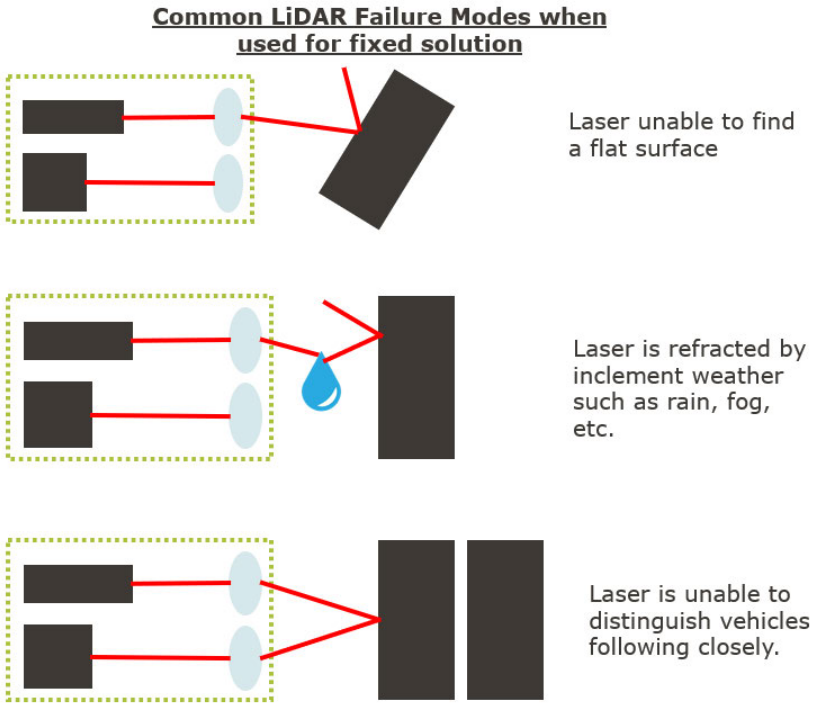
We recommend radar because of the inherent limitations of single-point LiDAR. LiDAR is often seen to be effective with handheld applications but not on a fixed speed solution that is installed on a pole. Other competitors may propose both solutions, but radar is the superior solution for a fixed school zone speed solution. The diagram below compares key features of both radar and LiDAR. As stated, our 4D tracking radar outperforms LiDAR in all of the categories listed such as operational range; measuring distance, angle and speed of vehicles; concurrent and simultaneous violation capture; impact of vehicle shape; and secondary speed validation.



Features	4D Tracking Radar	Single Point LIDAR
Operational Range	300 feet	246 feet
Measures Distance, Angle, Speed of Vehicles	Highly tolerant	Very sensitive
Concurrent & Simultaneous Violation Capture	Up to 100	No
Impact of vehicle shape (curvy Vs boxy)	No impact	Highly impacted
Secondary Speed Validation	Yes	No

Below are examples of common failure points for LiDAR when used for fixed speed detection.



Radar detection casts a wide beam. Current versions of radar can detect multiple objects inside the beam with speed reading accuracy that is supported in court.

Radar operates by emitting radio waves and measuring the time it takes for them to bounce back after hitting an object. Radar allows the system to accurately determine the distance and speed of vehicles.

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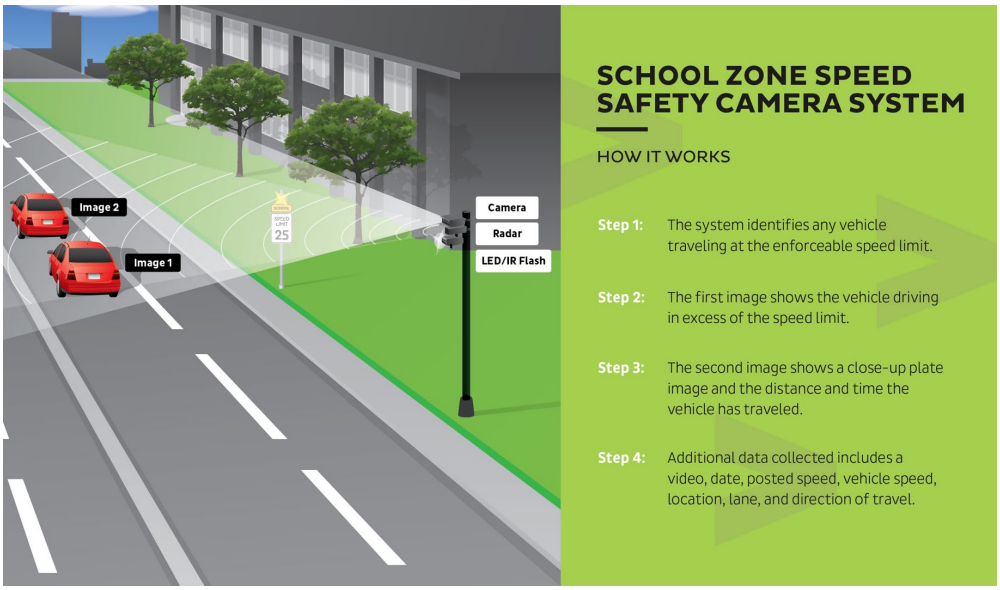
Verra Mobility's speed detection system (SDS) will be equipped to detect a violating vehicle specifically using radar that will activate the camera/video system and produce color images of the rear of the vehicle. Digital camera/video technology is provided by our solution, including both photo and video capabilities.

RFP Requirement

5.38.1 Explain how the vehicle speed is determined and the accuracy of the speed detection.

Verra Mobility Response:

Our speed safety detection solution is installed roadside and cameras pointed in the direction of vehicle travel to capture the rear of each offending vehicle as it enters the enforcement area. When the system detects speed violation of a moving vehicle, at the subsequent capture point, additional images are captured for positive plate and vehicle identification. Please see the depiction below.



Speed Detection Validation

The 4D radar system gives our speed enforcement solution unparalleled accuracy for detecting speed. Each radar beam of the 4D radar system individually measures the speed of a vehicle to verify accuracy. Verra Mobility's enforcement software with unique detection algorithms make the captured detail clearer for adjudication and processing purposes. Our low light capable industrial digital cameras and purpose-built LED illumination provide targeted illumination while providing high repetition rates for capture of every vehicle.

The proposed fixed speed system uses advanced imaging capabilities to deliver sharp clear images in all lighting and extreme weather conditions. By automatically analyzing lighting conditions the system is immediately configured for optimal performance. In addition, the system uses specialized LED illumination technology to ensure that only the right amount of light is required to capture reliable accurate images.

Our proposed fixed speed solution includes the following features:

- The camera system is physically aligned to monitor traffic in the receding direction at an angle of 22 degrees relative to the travel lanes being monitored.
- The bi-frequency 4D radar detection system with two radars and the camera, are physically aligned to attain a consistent viewing angle (relative to each other) is optimized for the 22-degree angle, to compensate for the radar cosine effect, which ensures proper speed detection and accuracy allowing the system to meet the +/- 1 mph accuracy requirements.

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- When the vehicle transitions in front of the camera system, the primary speed detection device (Across the Road Speed Radar) and the secondary speed detection device (Ranging Radar) detect the vehicle entering the Radar's detection beam.
- The system collects and analyzes data in real time for conditions which meet those of an offending vehicle, in this case event threshold speed.

During the event capturing sequence, the radars evaluate the speed and position of a detected vehicle, as well as the reflected radar power levels for each receiver. By evaluating the power return envelope of the two radars, we can determine and ultimately filter out radar reflections which often cause false positive events. The system records all this detection data in the event file where it is digitally signed and encrypted, so it can be used to reliably evaluate and confirm the system's configuration, operation, and performance at the time of the event. The data have useful information when preparing for court testimony when speaking to reliability of the system.

The camera system will trigger the illumination, capture image data, and compile an event only if the two radars "agree" within a pre-set tolerance amount. As the radars and the camera are physically "aligned," we know exactly where the camera points when data are collected and can confirm through visual overlays the radar beam relative to the image being captured.

These overlays can be used to easily identify the correct vehicle when more than one vehicle is present in the image and aids incident processing.

RFP Requirement:
5.38.2 All SDS component operations must be synchronized to a single, standard, independent, external, and verifiable time, and date source.

Verra Mobility Response:
Yes, we comply with this requirement. Our systems use GPS to verify and standardize time and date.

RFP Requirement:
5.38.3 SDS enclosures must be tamper proof and vandal proof.

Verra Mobility Response:
Our speed enforcement camera enclosures are robust, vandal proof and tamper proof. The camera system enclosures include sturdy keyed locks to prevent unlawful access.

RFP Requirement
5.38.4 SDS enclosures must be as small as possible and use as little power as possible. Proposer should specify the number of flash units required by your camera system. State the size of the SDS enclosure and the normal power draw of the SDS system, including the power usage during the flash phase. Floodlights may not be used.

Verra Mobility Response
Our SDS enclosures are visually appealing, compact, and designed to use little power.

- The dimensions are 13 in x 16.6 in x 5.2 in (331mm x 421 mm x 132 mm).
- The system uses an LED flash and IR flash with a very low power draw with Peak Draw at 12VDC (18.325A), average draw at 12VDC (7.05A) and average wattage at 85W.
- No floodlights or extremely bright lights are needed for our camera system to operate optimally.

RFP Requirement
5.38.5 SDS enclosures must be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.

Verra Mobility Response:
Our preventive maintenance visits include the following proactive activities that are performed to ensure public safety:

- Clean all glass, camera enclosures, strobe housing, lens covers and polarizers (of graffiti, dust, oil, and other grime)
- Inspect all enclosures for proper seals, locking mechanisms, etc.

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- Inspecting and tightening all cables, connections, and terminations
- Test full functionality of the system (triggering, test shots, strobe, and video)
- Visually inspect the site environment (road surface conditions, signage, and obstructions such as tree branches), photographing any potential issues and relaying information to field services and client project management for decisions on corrective action
- Test voltage coming to the system and being supplied throughout the system
- Ensure proper grounding

RFP Requirement:

5.38.6 Preference will be given to SDS that requires the least infrastructure at the location.

Verra Mobility Response:

While other systems crowd intersections with excess infrastructure – up to three poles – our proposed speed safety enforcement system mounts to a single pole. The system's proven, non-invasive radar technology enforces traffic with no disruption to the roadway, no boring across an intersection, and eliminates the need for multiple camera systems, illumination units, or poles.

RFP Requirement:

5.39 Each system must be capable of operating multiple sources of power. Solar should be used as the primary source of power; however, AC may be used if placed in an area with low sunlight. The vendor will determine the best power source for each installation.

Verra Mobility Response:

Verra Mobility understands that the City prefers a solution that runs on solar power. Our systems are able to run on solar power or AC direct power.

Our solar-powered solution minimizes operational costs and environmental impact. With solar panels and power storage on the same pole as the camera system, this streamlined solution is aesthetic and easy to install for a variety of use cases.

RFP Requirement:

5.40 Each system must be capable of clearly photographing and recording the rear of the vehicles so as to clearly identify the rear license plate of the vehicle that is reasonably believed to have violated the speed limit within the designated school zone.

Verra Mobility Response:

Yes, we comply with this requirement. Our system both photographs and video records the vehicle as it enters and exits the violation zone as shown in the depiction included within our response to RFP requirement 5.38.1.

RFP Requirement:

5.41 Each system must be capable of consistently photographing and taking video of license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles.

Verra Mobility Response:

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Yes, we comply with this requirement. Our systems can capture clear photographs and video regardless of possible obstructive materials on a license plate at various viewing angles.

RFP Requirement:
5.42 Each system should be capable of detecting four traffic lanes at once as described under 5.1.6. Describe the system's ability to accurately capture violations, providing a visual indication on the citation of the area in which the SDS LiDAR or radar contacted the vehicle.

Verra Mobility Response:
Yes, each system will be capable of detecting up to six lanes, however, we can also isolate each lane for enforcement purposes. Please see our response to RFP section 5.38.1 for a depiction that shows how our system has the ability to accurately capture violations and provide a visual indication on the citation of the area in which the SDS radar contacted the vehicle.

RFP Requirement:
5.43 The vendor must provide details on the technology used to capture speed (LiDAR or Radar) to include any accuracy studies and manufacturing details.

Verra Mobility Response:
Our proposed 4D Radar technology has an accuracy rating of 99% (+/- 1 mph). The City can find documentation providing accuracy in Appendix 3 - Accuracy Study. This radar system is assembled in the United States.

RFP Requirement:
5.54 Vendor must provide a flexible location specific enforcement schedule mechanism, capable of permitting the agency to create custom action-based penalties, document penalties, or monetary penalties.

Verra Mobility Response:
Yes, Verra Mobility currently provides a flexible location specific enforcement schedule mechanism, capable of permitting the agency to create customer action-based penalties, document penalties, or monetary penalties. This functionality on Tampa's red light program through our back office platform and we can provide the same for the school zone speed program.

RFP Requirement:
5.55 Vendor must provide a flexible payment schedule mechanism that allows the agency to tailor the monetary penalties being applied.

Verra Mobility Response:
Yes. Verra Mobility will provide a flexible payment schedule mechanism that allows the City to tailor the monetary penalties being applied. Our proven back-office system includes functionality that would allow for payment plans to be created and tracked. We can work with The City to more fully understand your requirements surrounding payment plans and collections.

RFP Requirement:
5.56 The City of Tampa prefers infrared systems that do not utilize distracting flashing devices (other than those necessary for proper warning) particularly as many potential installations are along two-lane roadways. Please specify the type of lighting required by your system for a standard four-lane roadway. Also describe associated flash characteristics, if any, of your system.

Verra Mobility Response:
Verra Mobility does not utilize distracting flashing devices. Our low light industrial digital cameras include purpose-built LED and infrared flashes provide targeted illumination while providing high repetition rates for capture of every vehicle and do not create distracting flashes.

RFP Requirement:
5.57 From point of data capture, all video and camera photos and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence. Service providers shall briefly describe their approach to maintaining security of evidence.

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Verra Mobility Response:

From point of data capture, all video and camera photos and accompanying video sequences, we provide secure storage and transmission that maintains a secure chain of evidence. Our system includes a secure chain of evidence with digital signature at time of capture and data encryption for delivery to the back-office processing system.

RFP Requirement:

5.57.1 Explain how the image and violation data is secured and transmitted to the processing center.

Verra Mobility Response:

All enforcement camera events are securely delivered to our processing center via wired and wireless communications. Our system includes a secure chain of evidence with digital signature at time of capture and data encryption for delivery to the back-office processing system that follows the following process. This is the same process that Verra Mobility currently follows on the City's red-light program.

1. Video is automatically pulled from our camera system—multiple times throughout the day—using a secure connection.

2. The encrypted license plate data is confirmed and cropped from one of the original images and reads the plate using Optical Character Recognition (OCR). After confirmation that the values entered are correct, the event is processed in accordance with the City's business rules.

3. The BOS automatically obtains the encrypted owner registration data using Verra Mobility's established interface with Nlets for the City's program as authorized by the local law enforcement agency. Our company reviews and revises information if needed. Events are brought back to this step if further review is necessary.

4. The encrypted event data is sent to authorized law enforcement personnel to verify that the vehicle license plate, registration information, and vehicle information is correct and to determine whether a violation occurred.

RFP Requirement:

5.58 Submit example set(s) of violation images and evidentiary photos and videos electronically with their proposal, if applicable under the following conditions:
-Daytime – fair conditions AND rain conditions; and
-Nighttime – fair conditions, AND rain conditions.
Must include a visual indicator proving the vehicle in the image was the one captured by the SDS LiDAR or radar.

Verra Mobility Response:

Our camera system allows for extremely clear violation images and video under various weather conditions.
Please see our example SDS violation images located below.

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Figure 9 Daytime Fair Image

Figure 10 Daytime Rain.

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Figure 11 Night Scene Image

Figure 12 Night Rain Scene Image

RFP Requirement:

5.59 Evidentiary data to indicate school zone flashers were flashing during the time a speeding violation occurred.

Verra Mobility Response:

Images captured by the enforcement system have a digitally imprinted data bar, that is set to the time when school zone beacons are flashing, which provides evidence for the citation. This provides the location, date, time, and vehicle speed. Below is an image of the evidentiary databar.

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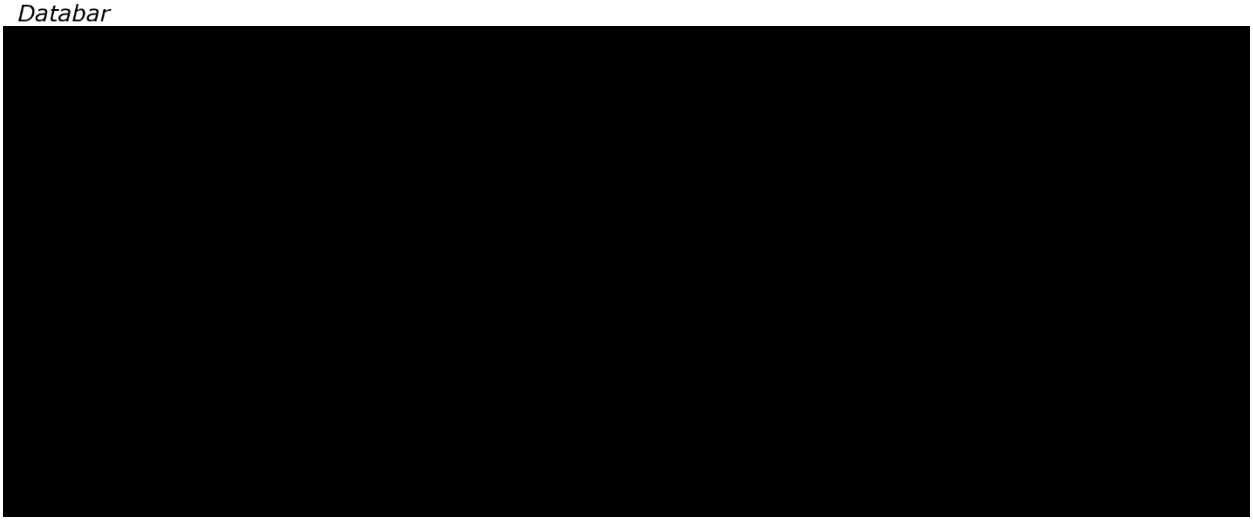
Figure 13 Evidentiary Databar Information

Databar



Our technology provides a video of events for review. Upon receiving their printed citation in the mail, violators will be able to log into ViolationInfo.com and review the documented event through witnessing the entire video of the violation with the flashing lights.

RFP Requirement:

5.60 A web-enabled and fully secure Notice of Violation and citation processing system that includes data processing, initial screening of data, prompt delivery of data to police for violation review and citation authorization, Notice of Violation and citation mailing, bad address notification, and maintenance of secure Internet-based violation viewing capability.

Verra Mobility Response:

Our Smart Mobility Platform is a robust, web-enabled, and fully secure back-office system (BOS)[5]. This feature-rich, easy-to-use system automates data processing, initial screening of data, prompt delivery of data to police for violation review and citation authorization, Notice of Violation and citation mailing, bad address notification, and maintenance of secure Internet-based violation viewing capability. Below describes our process for secure notice of violation and citation processing.

1. **Initial Screen of Data:** The license plate is cropped from one of the original images and reads the plate using Optical Character Recognition (OCR). After confirmation that the values entered are correct, the event is processed in accordance with the City's business rules.

2. **Prompt Delivery of Data:** The BOS automatically obtains owner registration data using Verra Mobility's established interface with Nlets for the City's program as authorized by the local law enforcement agency. Verra Mobility reviewers verify the information is accurate prior to forwarding for police review.

[5] Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of its back-office platform, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire". During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to access and use its back-office platform.

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3. **Police Review:** The event is sent to authorized law enforcement personnel to verify that the vehicle license plate, registration information, and vehicle information is correct and to determine whether a violation occurred. The police can accept or reject a violation.

RFP Requirement:

5.61 A system for mailing NOV's and administrative orders by first-class mail, and UTCs by certified mail, in accordance with Florida Statue section 316.1896 and tracking mail delivery by the U.S. Postal service.

Verra Mobility Response:

Yes, we comply with this requirement. Below is a description of mailing NOV's and administrative orders by first-class mail, and UTCs by certified mail, in accordance with Florida Statue section 316.1896 and tracking mail delivery by the U.S. Postal service.

- Once the law enforcement agency determines the event is a violation and advises Verra Mobility to send the initial notice, official notices are generated, printed, and mailed to violators via first-class mail.
- The violator receives the notice and either pays the fine through one of the available payment channels, requests a hearing, or returns the notice for re-processing.

RFP Requirement:

5.62 A system capable of using a two-factor user authentication protocol for any web enabled application. The service provider's system shall be CJIS compliant. Please describe any other certifications or measures related to computer / system security.

Verra Mobility Response:

We may offer two-factor user authentication protocol for any web-enabled application in order to ensure security and compliance. Our Senior Account Manager Placido Diaz is a member of IACP. We also are constantly monitoring IACP committee on CJIS recommendations for security and data retention.

RFP Requirement:

5.63 Obtain registered owner information and keep the access to this information confidential and meet the requirements of federal DPPA and Florida identification protection laws.

Verra Mobility Response:

Verra Mobility is both NLETS and CJIS compliant and is able to keep information confidential and meet the requirements of federal DPPA and Florida identification protection laws.

RFP Requirement:

5.64 Handle customer inquiries and complaints in English and in Spanish during normal business hours with details of location of any customer service center and operation of business.

Verra Mobility Response:

Yes, we support by:

> English and Spanish IVR System – We support a bilingual 24/7 IVR system, which allows the public to make inquiries using their citation number or license plate number.

> Call Center – Verra Mobility includes a toll-free number on each citation to speak with live, bilingual customer service representatives. The call center is available to answer calls Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern time.

> Citizen Inquiries – Verra Mobility staff members are available to respond to citizen inquiries and offer bilingual support outside of the call center, such as those received via fax, email, or through the public-facing website.

RFP Requirement:

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5.65 Provide all notices and affidavits in English and Spanish and include all required ADA language for Notice of Violation and traffic court hearings.

Verra Mobility Response:

Our notices and affidavits can be provided in English and Spanish. We provide public access to view all evidence (e.g., images, video, equipment calibration certificates, etc.) in an ADA-compliant user interface.

RFP Requirement:

5.66 To the extent not covered above, Proposer should ensure it has provided information on how it will comply, and help ensure The City complies, with all the requirements of chapter 2023-174, Florida Statutes.

Verra Mobility Response:

Yes, we comply with all requirements above and have extensive experience with citizen services in Florida and with the City of Tampa to ensure our systems comply with all Florida statutes. We provide these exact services on our Tampa red light program.

RFP Requirement:

5.66.1 Use of camera systems constructed by Chinese manufacturers. Proposer shall comply with all laws which prevent, restrict, or limit use of camera systems constructed by manufacturers. Vendor shall certify whether its SDS, or any component thereof, uses materials imported from China or that are constructed by a Chinese manufacturer or domestic or international manufacturer using materials imported from China.

Verra Mobility Response:

We comply with the applicable laws, and we do not use Chinese manufacturers and components, and we are in line with current State statutes.

RFP Requirement:

5.67 Process for exchange of sensitive data only upon written approval by the City of Tampa.

Verra Mobility Response:

Yes, we will comply. Verra Mobility does not exchange data with any other party unless specifically requested by the City.

RFP Requirement:

5.67.1 Successful Proposer must provide image and data security that shall prevent unauthorized persons from accessing the camera images and databases and tampering with images (explain methodology).

Verra Mobility Response:

Yes. Images captured by the enforcement system are packaged into event files with unique identifiers, digitally signed for both verification and security of information. Each image has a digitally imprinted data bar that can be customized to display information around the offending vehicle including location, date, vehicle speed, and elapsed time between images.

RFP Requirement:

5.68 Location that data will physically reside (data sovereignty) (The City of Tampa has specific requirements based on data classification and sensitivity which requires data to reside within the United States or within the State of Florida).

Verra Mobility Response:

Yes, we will comply with this requirement. All data resides in a private cloud managed by Verra Mobility in Mesa, Arizona. No data from any customer program leaves the borders of the United States.

RFP Requirement:

5.69 Ability to accommodate enhanced security requirements, such as dual authentication.

Verra Mobility Response:

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We may offer two-factor user authentication protocol for any web-enabled application in order to ensure security and compliance. Our Senior Account Manager Placido Diaz is a member of IACP. We also are constantly monitoring IACP committee on CJIS recommendations for security and data retention.

RFP Requirement:

5.70 Process to assign clearance levels to internal or sub-contract positions, for accessing sensitive data.

Verra Mobility Response:

We assign clearance levels to access sensitive data through user permissions, managed by our IT team, included but not limited to digital fingerprint background checks. Verra Mobility also performs robust background checks on our personnel.

RFP Requirement:

5.71 Employment and background check processes on employees and subcontractors that will be involved in the direct support or custody of data and processes associated with the proposed solution.

Verra Mobility Response:

Verra Mobility runs employment and background checks on employees and subcontractors that will be involved in the direct support or custody of data and processes associated with the proposed solution. We follow the items below to ensure security of data:

- Employee has passed background check.
- Employee receives annual security awareness training.
- Computer has updated End-Point Protection (anti-virus) and is on a segmented network.
- Network has restricted access to the Internet.
- Authentication and authorization are handled via our IT department.

RFP Requirement:

5.73 Ability to conduct testing with test or fictitious data (not LIVE data).

Verra Mobility Response:

Yes, we comply with this requirement.

RFP Requirement:

5.74 Continuous detection and elimination of viruses with name of service provider.

Verra Mobility Response:

CrowdStrike provides continuous detection and elimination of viruses. It uses heuristics (behavior) capable of identifying and isolating viruses/malware even if they are Zero Day.

RFP Requirement:

5.75 Change control processes that document baseline configuration and change control processes over the baseline configuration to ensure only approved and authorized changes are implemented in the system.

Verra Mobility Response:

Changes to Verra Mobility applications and infrastructure are managed through a Change Advisory Board (CAB) requiring review and approval from multiple key stakeholders. Code releases to the application are reviewed on a monthly basis to confirm that a CAB ticket can be associated with each release.

RFP Requirement:

5.76 Workforce information security awareness training.

Verra Mobility Response:

Every year, Verra Mobility requires all employees to spend training hours renewing their commitment to perform their duties with ethics and integrity, the behaviors that underly our Core Values. All employees are required to participate in our compliance training program, which includes three courses:

- Code of Business Ethics and Conduct

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- Anti-Bribery and Corruption
- Security and Privacy Awareness

RFP Requirement:

5.77 Backup, redundancy, and disaster recovery protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.

Verra Mobility Response:

Yes, we comply with this requirement. Verra Mobility has a full disaster recovery plan in place for all our clients.

RFP Requirement:

5.78 Performance of Traffic / Location Study and Site Survey. Ability to work with The City to continuously evaluate at the City's request a school zone's heightened safety risk in accordance with chapter 2023-174, Laws of Florida, to provide quantitative assessments. As part of this process, approved Proposer will develop baseline data for school zone locations by monitoring traffic to quantify the frequency, degree, and speed during that period. The sole determination of school zone speed detection system locations remains with authorized personnel for The City and all site locations will require authorization by Ordinance. The approved Proposer shall provide any testing or site survey requested by The City on an ongoing basis during the contract period. The cost for any study, testing or site survey as requested by The City will be included in this cost proposal. Traffic / location studies will be provided in a professional report detailing the data captured and analyzed to determine whether there is a heightened safety risk that warrants additional enforcement measures at a school zone to justify a speed detection system. Provide length of time for completion of a generic study. We suggest time of two-week for data collection and completion of this study.

Verra Mobility Response:

As part of safety evaluation of school zones, we develop traffic / location study and site surveys in line with client requirements. The study includes baseline traffic data with speed summaries and analysis of potential safety risk due to vehicle speeds. Our studies are designed to provide our clients with the most up-to-date metrics on specific locations throughout the City. We can provide generic traffic studies within two-week periods for data collection and completion. Cost of this study is included within our price proposal. We will comply with Chapter 2023-174, Laws of Florida, and all other applicable statutes.

RFP Requirement

5.79 Camera Installation. From the school zones selected, the approved Proposer will deploy enforcement equipment that meets or exceeds the minimum standards specified above. Working with The City and Florida Department of Transportation (FDOT), the successful service provider will be responsible for all permit acquisition, site design, construction, installation, monitoring, and maintenance of the equipment. This will require the approved Proposer to submit a set of plans to City to review and to FDOT for the permit application. No work in the field can be performed prior to all applicable local and State permits. If applicable, approved Proposer must coordinate any electrical work or access with Tampa Electric Company (TECO). In the event an installed speed detection system needs to be moved due to roadwork or other reason, the approved proposer will move the camera and reinstall the camera at once the road work or event is completed. Speed detection systems may also be relocated as necessary. Provide length of time for completion of a generic SDS install.

Verra Mobility Response:

After The City approves the design plans and upon receipt of the required permits, we will begin site construction and system installation. Whereas Verra Mobility will have overall responsibility for the installation of the camera systems, we will work with Florida based Honey Home Services, Inc., to construct the camera sites. Our recommended transition approach will minimize construction needed at the existing sites. Together, Verra Mobility and Honey Home will ensure safe and continuous traffic flow during all phases of installation.

Verra Mobility will submit a set of plans to City and FDOT to review for the permit application and any and all entities that will be required to approve.

No work in the field will be performed prior to all applicable local and State permits. Verra Mobility will coordinate any electrical work or access with Tampa Electric Company (TECO).

In the event an installed speed detection system needs to be moved due to roadwork or other reason, the approved proposer will move the camera and reinstall the camera at once the road work or event is completed. Speed detection systems may also be relocated as necessary.

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Once permits are secured, the generic SDS install is 30-45 days.

RFP Requirement:

5.80 Public Information and Education. Work in cooperation with the City of Tampa, the Hillsborough County School District, and the Tampa Police Department to produce initial public notice documents/media for the purposes of public education. The City's goal is to encourage traffic safety and increase public knowledge of school speed zone enforcement systems including increasing awareness of the dangers associated with speed through these areas. Stakeholders included in the public information and education plan and how each is utilized to communicate with communities within the City for press releases, Internet-based advertisements and documents distributed by stakeholders. The public information campaign will be conducted in accordance with section 316.0776, Florida Statutes. Provide length of time for completion of public information and education.

Verra Mobility Response:

Verra Mobility will work in cooperation with the City of Tampa, the Hillsborough County School District, and the Tampa Police Department to produce initial public notice documents/media for the purposes of public education. Our public information campaign will be conducted in accordance with section 316.0776, Florida Statutes.

We offer our clients the very best creative and inventive thinking when developing public information and community outreach strategies to promote traffic safety campaigns. We will work with you to ensure all of your public awareness requirements are met. Public awareness will be completed before the go-live of the program and will be tailored to meet the needs of the community.

RFP Requirement:

5.81 Service and Maintenance. The servicing and maintenance of the automated school zone speed enforcement equipment will be the exclusive responsibility of the approved Proposer. Initial response to any equipment malfunctions will normally occur within a 24-hour period; repairs will normally be accomplished within a 72-hour period. Additionally, the Service Provider shall address the replacement of equipment that is damaged through an accidental means or intentionally through a criminal act and the time frame required for replacement of an installed system location if one becomes a total loss. Explain how you will ensure that these availability requirements will be achieved.

Verra Mobility Response:

Verra Mobility will provide service and maintenance of the automated school zone speed enforcement equipment with an initial response to any equipment malfunctions that normally occurs within a 24-hour period. Repairs will normally be accomplished within a 72-hour period.

Additionally, Verra Mobility will address the replacement of equipment that is damaged through an accidental means or intentionally through a criminal act. The time frame required for replacement is highly dependent on damage to the site. For a total loss and potential rebuild of the site, the time to replace on average would take 30-45 days.

Our company has a statewide presence in your region. We currently manage multiple programs in the State of Florida, including for the City of Tampa red light program. Our local field service team can support and respond to issues in a timely manner.

Our local technicians provide maintenance which include but is not limited to repairing and/or replacing faulty or damaged components and addressing any vandalism such as spray paint, as well as larger issues such as knockdowns that require civil works. All reactive maintenance is tracked through work orders in the Field Service application, providing a complete, auditable history of each site. Additionally, our multi-tiered maintenance approach includes the following key components:

System Health Checks

Integrated camera monitoring module continually assesses system health 24/7 and sends proactive alerts if a fault occurs. It ensures all captured incidents are downloaded and accounted for and flags unusual incident volume trends, up or down, for further investigation.

Daily Remote Monitoring

Verra Mobility remotely monitors—daily—to ensure correct functionality, establish the highest yields, and guarantee the most stringent assurances for legal defensibility. Systems components of each site are continuously checked for

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connectivity to receive images and video. If an operational outage triggers an alert, Verra Mobility technicians start remote diagnosis and, if possible, remote repair.

Some examples of remote corrective actions include:

- Adjusting car placement for radar detection
- Rebooting the system and/or individual component
- Making networking connectivity corrections
- Enabling / disabling the system
- Remote camera settings adjustment
- Adjusting triggering thresholds
- Making updates to firmware or images

If remote repair is not possible, a field services technician will be dispatched to the site and will repair the system.

Reactive Maintenance

Local Verra Mobility Field Services team monitors real-time 'Site Health Dashboard'. Field techs are dispatched to repair and/or replace faulty or damaged components and address any vandalism such as spray paint or movement of units. Field Maintenance is tracked through work orders providing a complete, auditable history of each site.

Preventive Maintenance

Field service technicians complete on-site, regularly scheduled preventative maintenance checks of each system, which are also tracked through work orders and documented in maintenance log for audit. Examples of preventive maintenance checks:

- Cleaning glass, camera enclosures, strobe housing, lens covers and polarizers (of graffiti, dust, oil, and other grime)
- Inspect enclosures for proper seals, locking mechanisms, etc.
- Inspecting and tightening cables, connections, and terminations
- Testing full functionality of the system (triggering, test shots, strobe, and video)
- Visually inspecting the site environment (road surface conditions, signage, and obstructions such as tree branches), photographing any potential issues and relaying information for corrective action
- Testing voltage coming to the system and being supplied throughout the system

RFP Requirements:

5.82 Violation Screening, Notice of Violations, Affidavits and Citation Development. Work with the Tampa Police Department and designated City Legal Advisor to determine in detail the elements that will constitute evidence of speed violations (establishing Business Rules) in accordance with chapter 2023-174, Florida Statutes, and with the designated City Legal Advisor to determine the contents of the notice and citation that will be mailed to registered vehicle owners along with affidavits as required by law. Proposer shall describe its understanding of citation issuance under City Ordinance as well as relevant state statutes and laws. Specifically, the approved Proposer will work with the designated Legal Advisor to ensure the language of applicable statutes including any resolutions and or ordinances as necessary are prepared and approved and that the system remains in full compliance during the terms of the contract. Approved Proposer must provide violators with a method for viewing where the violation occurred via an interactive map and meet all requirements for SDS reporting.

Verra Mobility Response:

Similarly to your current red light program that we manage for the City of Tampa, Verra Mobility will work with the Tampa Police Department and designated City Legal Advisor to determine in detail the elements that will constitute evidence of speed violations (establishing Business Rules) in accordance with chapter 2023-174, Florida Statutes, and with the designated City Legal Advisor to determine the contents of the notice and citation that will be mailed to registered vehicle owners along with affidavits as required by law.

Citation issuance is based on ordinance enactment and is statutorily driven. We will work with your legal advisor for the term of the contract to tailor your business rules for the program. The method for viewing where the violation occurred via an interactive map, can be accessed on ViolationInfo.com. This is also how violators access your red light camera program.

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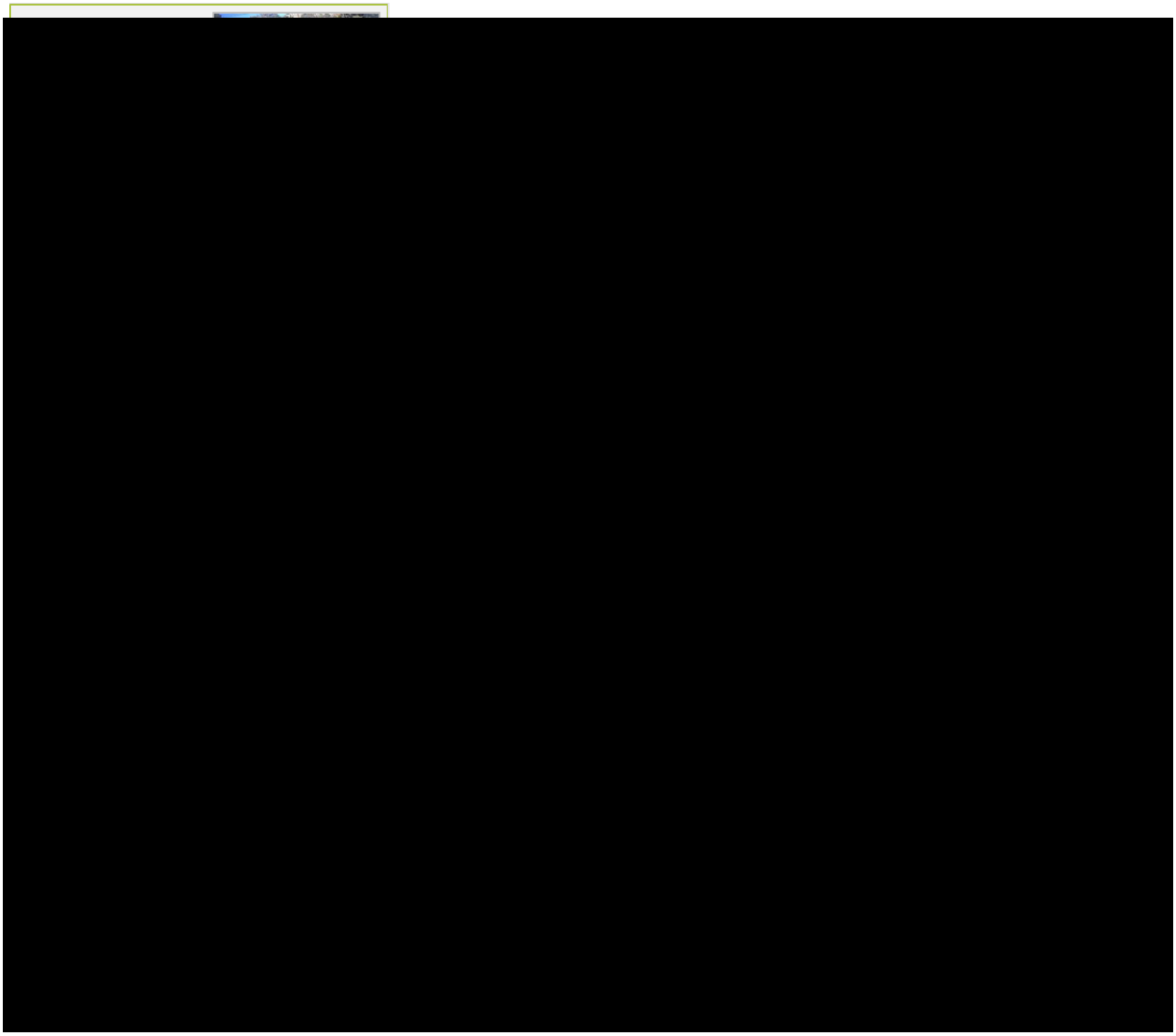
The following is a step-by-step description of the citation, billing, and reconciliation process.



Events are reviewed, pre-processed, and queued for law enforcement's (LE) review and determination as to whether a violation occurred. LE gives instructions to Verra Mobility using a Business Rules Questionnaire (BRQ) that directs us to follow your preferred program operating procedures and ensures compliance with Statute requirements at all levels.

RFP Requirements:

5.82.1 Successful Proposer must provide The City access to all enforceable images and video produced by cameras for 60 days after the final disposition of the event (they are required to be destroyed within 90 days after the disposition of the event).

Verra Mobility Response:

We will provide the City access to all enforceable images and video produced by cameras for 60 days after the final disposition of the event. We will ensure they are destroyed within 90 days after the disposition of the event). We will follow all state statutes regarding retention guidelines.

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RFP Requirements:

5.82.2 Successful Proposer shall provide an evidence package for any contested violations and shall consist of:
-All photos and videos of the violation;
-Registered vehicle information;
-All issued and disputed NOV's and UTCs to the party;
-A violation history report;
-A correspondence file; and
-A payment history.

Verra Mobility Response:

Verra Mobility will provide an evidence package for any contested violations consisting of: All photos and videos of the violation; registered vehicle information; all issued and disputed NOV's and UTCs to the party; a violation history report; a correspondence file; and a payment history. We currently provide evidence package services pursuant to your red light camera business rules on the City's red light program.

RFP Requirements:

5.82.3 Successful Proposer shall be responsible for the cost associated with the following items:
Providing all necessary support for the presentation of violations at hearings to include all relevant photo and video evidence for every hearing held under the Program.
Provide expert testimony as needed when determined by the City, concerning all phases of the SDS (including the theory, operation and functional capabilities of the SDS) in support of the prosecution of violations.
Upon the request of the City, Proposer's expert witness shall train City-identified individuals such that the City identified individuals can qualify as expert witnesses as well.

Verra Mobility Response:

Verra Mobility will be responsible for the cost associated with the following items: providing all necessary support for the presentation of violations at hearings to include all relevant photo and video evidence for every hearing held under the Program; providing expert testimony as needed when determined by the City, concerning all phases of the SDS (including the theory, operation and functional capabilities of the SDS) in support of the prosecution of violations.

Upon the request of the City, Verra Mobility's expert witness will train City-identified individuals such that the City identified individuals can qualify as expert witnesses as well. We provide expert witness services for your current red light camera program.

RFP Requirements:

5.82.4 Successful Proposer will keep accurate and current records which are continuously available for use and inspection by the City and which document, at a minimum the following:
Current open cases;
Present status of all cases;
Funds received through the Program; and
Payments disbursed on behalf of, or to, the City.
Additionally, Successful Proposer shall annually prepare and provide the required operations report due to the State of Florida Department of Highway Safety and Motor Vehicles as provided under Florida Statue section 316.1896(16)(a), or as otherwise required by statute or rule. This report shall be provided to the City for review by September 30th of every year, including the September 30th after the contract expires for the period of time the contract was in place since the previous filing. Successful Proposer shall ensure the report is filed annually by October 1st to the State of Florida Department of Highway Safety and Motor Vehicles as required by law. The report shall be in the form and manner as determined by the State and made available by the State. If required by the State, the Successful Proposer shall submit any required data components to the State on a quarterly basis. Successful Proposer shall ensure the respective data for reporting purposes is maintained for at least two years after such data has been reported to the State.

Verra Mobility Response:

Verra Mobility will keep accurate and current records which are continuously available for use and inspection by the City and which document, at a minimum the following:

- Current open cases
- Present status of all cases
- Funds received through the Program

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- Payments disbursed on behalf of, or to, the City

Additionally, Verra Mobility will annually prepare and provide the required operations report due to the State of Florida Department of Highway Safety and Motor Vehicles as provided under Florida Statue section 316.1896(16)(a), or as otherwise required by statute or rule. This report will be provided to the City for review by September 30th of every year, including the September 30th after the contract expires for the period of time the contract was in place since the previous filing. Verra Mobility will ensure the report is filed annually by October 1st to the State of Florida Department of Highway Safety and Motor Vehicles as required by law. The report will be in the form and manner as determined by the State and made available by the State. If required by the State, we will submit any required data components to the State on a quarterly basis. Verra Mobility will ensure the respective data for reporting purposes is maintained for at least two years after such data has been reported to the State.

RFP Requirements:

5.82.5 Successful Proposer's shall provide storage capabilities to store NOV's and UTC's identified for prosecution for a period of time not less than five (5) years after final disposition of a case (again photos and videos are required to be destroyed within 90 days from the final disposition) and the termination of the contract. Successful Proposer's shall comply with any additional requirements of Chapter 119, Florida Statutes relating to public records retention. The City shall be provided access to this stored information upon request.

Verra Mobility Response:

Verra Mobility will provide storage capabilities to store NOV's and UTC's identified for prosecution for a period of time not less than five (5) years after final disposition of a case (again photos and videos are required to be destroyed within 90 days from the final disposition) and the termination of the contract. We will comply with any additional requirements of Chapter 119, Florida Statutes relating to public records retention. The City shall be provided access to this stored information upon request.

RFP Requirements:

5.82.6 Violation notices shall comply with all requirements under Florida Statute Section 316.1896 and shall be sent to the registered owner within 30 days after a violation specifying the remedies available under Florida Statute Section 318.14 and that the violator must pay the penalty or furnish an affidavit as supporting an exception as provided under the law. Notices must contain all information required under Florida Statute Section 316.1896(2) and (3).

Verra Mobility Response:

Verra Mobility will provide violation notices that comply with all requirements under Florida Statute Section 316.1896 and will be sent to the registered owner within 30 days after a violation specifying the remedies available under Florida Statute Section 318.14 and that the violator must pay the penalty or furnish an affidavit as supporting an exception as provided under the law. Notices will contain all information required under Florida Statute Section 316.1896(2) and (3).

RFP Requirements:

5.82.7 Process affidavits submitted by owners or co-owners of registered vehicles as authorized under Florida Statue Section 316.1896 to include re-issuing Notices of Violations or UTC's when an valid Affidavit meets the required standards and identifies the person having care, custody or control of the motor vehicle at the time of the violation. The Successful Proposer shall work with the designated Assistant City Attorney for establishing the process for reviewing Affidavits and reissuance of NOV's or UTC's. Proposer shall submit a proposed procedure for this process at the time of the proposal.

Verra Mobility Response:

Verra Mobility will work with the Assistant City Attorney to establish the process for reviewing affidavits and reissuance of NOV's or UTC's.

Below is the procedure for this process:

We will provide the authorized Assistant City Attorney and Police Department personnel with the ability to transfer liability of a notice from one defendant to another. The new notice will maintain the original notice number with an updated version number. The new notice will be issued to the new defendant with the original fine amount and updated

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due date. The updated due date is determined by using the payment due date calculator provided by the City, in order to provide the new defendant, the required amount of time to respond.

The Violation Processing System also provides the City the ability to dismiss notices for the following reasons: affidavit, unenforced address, issued in error, plate identified incorrectly, funeral procession, stolen vehicle/plate, DMV error, yielding to emergency vehicle, police ticket issued, no violation, false trigger, and administrative decision.

RFP Requirements:

5.82.8 A UTC shall comply with all requirements under Florida Statute Section 316.1896, and shall be issued by a Tampa Police Department officer, or TIEO if applicable, and mailed by the Successful Proposer by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification, if the registered owner has not requested a hearing, and if the registered owner has not submitted an affidavit. In case of joint ownership, the UTC must be mailed to the first name appearing on the motor vehicle registration, unless the first name is a business organization, in which case the second name may be used. The UTC must be accompanied by information required under Florida Statute Section 316.1896(2)(b), (2)(c), and (2)(d), as may be amended.

Verra Mobility Response:

Verra Mobility will ensure that UTCs will comply with all requirements under Florida Statute Section 316.1896, and will be issued by a Tampa Police Department officer, or TIEO if applicable, and mailed via certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification, if the registered owner has not requested a hearing, and if the registered owner has not submitted an affidavit. In case of joint ownership, the UTC will be mailed to the first name appearing on the motor vehicle registration, unless the first name is a business organization, in which case the second name will be used. The UTC will be accompanied by information required under Florida Statute Section 316.1896(2)(b), (2)(c), and (2)(d), as may be amended.

RFP Requirements:

5.82.9 Successful Proposer's violation processing system shall allow the City a detailed view into all of the information related to the Program. The City will provide authorization of NOV by electronic signature for those events that meet specified criteria.

Verra Mobility Response:

Yes, as done by Verra Mobility on your red light program, it will function in the same way with no additional complexity and in compliance with any statutory requirements.

RFP Requirements:

5.82.10 All access to the violation processing system for the purpose of pre-processing evidence, Tampa Police Department (TPD) authorization, NOV/UTC printing, payments tracking, and generation of court evidence packages shall be Internet enabled and shall be available 24/7 for authorized users.

Verra Mobility Response:

Verra Mobility will provide access to our violation processing system for the purpose of pre-processing evidence. Our web-based system will enable the Tampa Police Department (TPD) authorization, NOV/UTC printing, payments tracking, and generation of court evidence packages. This information will be viewable and available under the event history 24/7 to authorized users.

RFP Requirements:

5.82.11 Upon verification by TPD of an apparent violation, Successful Proposer shall, within 30 days of the violation, provide by first class mail a notification of the violation to the registered owner of the violating vehicle. This notification of violation shall be prepared in conformance with Florida Statute section 316.1896(2) requirements and approved by the City. Proposer shall include sample notice of violation as part of proposal which establishes it meets the statutory requirements and includes at a minimum:
-The vehicle involved in the violation;
-The registered owner of the vehicle;

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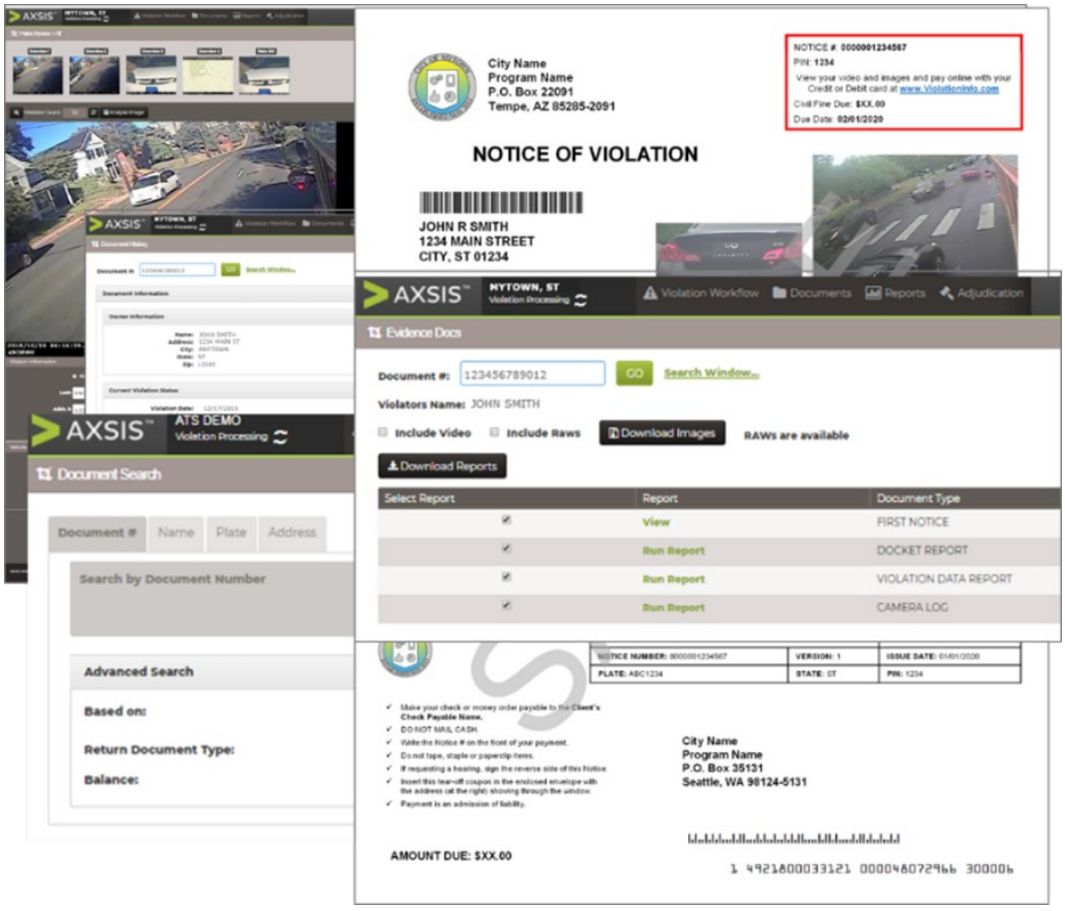
-The remedies available to address the violation;
-Payment options;
-The amount of potential penalties and issuance of a UTC;
-A photograph or other recorded image showing the license plate of the motor vehicle;
-The date, time, and location of the violation;
-The maximum speed at which the motor vehicle was traveling within the school zone;
-The Speed limit within the school zone at the time of the violation;
- Notice of the right to review the photograph or video captured and evidence of the speed and instructions on how to do view the evidence.

Verra Mobility Response:

Upon verification by TPD of an apparent violation, Verra Mobility will, within 30 days of the violation, provide by first class mail a notification of the violation to the registered owner of the violating vehicle. This notification of violation will be prepared in conformance with Florida Statute section 316.1896(2) requirements and approved by the City. We have included the following sample notice within our proposal that includes all of the required metrics listed.



Once an event is confirmed and approved by law enforcement, the BOS will automatically queue the citation for printing and mailing. Verra Mobility will mail all approved citations by First Class Mail within the City's requirement and include a self-addressed return envelope with a designated address. Each citation also displays a digital signature of the law enforcement officer or program employee who authorized it. All citations are printed on high quality paper to eliminate smudging and provide the violator with clear visibility.

RFP Requirements:

5.82.12 Before or upon mailing of notification of a violation, Successful Proposer shall also post video evidence of the violation on the designated website to allow review by the registered owner of violating vehicle. The initial notification letter shall include all information required by registered owner to log on to this website.

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Verra Mobility Response:

Before or upon mailing of notification of a violation, Verra Mobility will post video evidence of the violation on the program's website to allow review by the registered owner of violating vehicle. The initial notification letter includes all information required by registered owner to log on to this website.

The processing platform will produce an electronic Evidence Package for each citation that allows authorized users to view and print the following information:

- A video clip, violation images and data
- All issued and disputed notices
- Camera log report
- Any other relevant documents (such as letters from the defendant) that may be included in the file prior to each scheduled hearing

The Evidence Package is an Adobe PDF file that can easily be passed to the Court for reference by the hearing officer or judge during the hearing.

RFP Requirements:

5.82.13 Mailed violations shall also include a provision of a toll-free telephone hotline that will be staffed from 8:00am to 5:00pm, Monday through Friday EST of each week excluding City of Tampa observed holidays. During other times, the hotline will permit callers to obtain information and/or leave a voice message. All letters that accompany notice of violations shall include the corresponding toll-free number.

Verra Mobility Response:

Mailed violations will include a provision of a toll-free telephone hotline that will be staffed from 8:00am to 8:00pm (three hours more than the 5 pm RFP requirement listed above) Monday through Friday EST of each week excluding City of Tampa observed holidays. During other times, the hotline will permit callers to obtain information and/or leave a voice message. All letters that accompany notice of violations will include the corresponding toll-free number.

Violators also have the option to listen to frequently asked questions (FAQs) and other program-related information. They can speak to a live agent if they need information that is not available in the system's pre-recorded messages.

RFP Requirements:

5.82.14 A Customer hotline telephone service shall provide response in multiple languages (at a minimum English and Spanish). Proposer shall provide details related to their resources and experience in providing customer service in multiple languages.

Verra Mobility Response:

Yes. We will provide a multi-lingual, toll-free, customer service center.

> English and Spanish IVR System (hotline) – We support a bilingual 24/7 IVR system, which allows the public to make inquiries using their citation number or license plate number.

> Call Center – Verra Mobility includes a toll-free number on each citation to speak with live, bilingual customer service representatives. The call center is available to answer calls Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern time.

> Citizen Inquiries – Verra Mobility staff members are available to respond to citizen inquiries and offer bilingual support outside of the call center, such as those received via fax, email, or through the public-facing website.

RFP Requirements:

5.82.15 After 60 days have elapsed from the date of mailing the NOV to the registered owner of the violating vehicle, unless the violation has been resolved (payment or hearing requested) as provided in Florida Statute section 316.1896(3), Successful Proposer will provide to the City in a mutually acceptable electronic form, notice of issuance of a Florida Uniform Traffic Citation (UTC) subject to the review and approval of the City. If a TPD officer, or TIEO if applicable, approves and

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authorizes the issuance of the UTC, Successful Proposer will prepare the final UTC for mailing. A sample UTC should be provided and should include all applicable requirements for notice, payment, and challenging.

Verra Mobility Response:

After 60 days have elapsed from the date of mailing the NOV to the registered owner of the violating vehicle, unless the violation has been resolved (payment or hearing requested) as provided in Florida Statute section 316.1896(3), Verra Mobility will provide to the City in a mutually acceptable electronic form, notice of issuance of a Florida Uniform Traffic Citation (UTC) subject to the review and approval of the City. If a TPD officer, or TIEO if applicable, approves and authorizes the issuance of the UTC, we will prepare the final UTC for mailing. A sample notice is provided in our response to RFP Section 5.82.11. Please note that we currently fulfill this requirement for the City of Tampa on our red-light enforcement program.

RFP Requirements:

5.82.16 The UTC shall be prepared and sent to the appropriate violator or registered owner via certified mail by the Successful Proposer at least 60 but not more than 74 days after the violation.

Verra Mobility Response

Verra Mobility will prepare and send the UTC to the appropriate violator or registered owner via certified mail at least 60 but not more than 74 days after the violation.

RFP Requirements:

5.82.17 Successful Proposer shall describe and recommend the hardware and software required to run the administrative components of the processing and viewing system. Any software or hardware required to view or operate the processing system should be included in the cost proposal. The violation processing system shall provide the following functions at a minimum:
-Web-enabled access and operation from Microsoft Internet Explorer and/or Google Chrome browsers;
-Web-based access to statistical information related to the violations at all speed camera locations individually and overall;
-Ability to provide for an online case management system;
-Secure user log-in and access;
-Automatic presentation of images and data captured by the camera system onto review PC's;
-Easy review of violation evidence against regulations;
-Ability to both "play" full motion video and view multiple scene and plate images;
-Ability to view each image as a full screen enlargement with a single click;
-Ability to view all original images;
-Ability to "crop" a license plate image area from the optimal license plate image in the multiple-image license plate set to establish vehicle ID, and subsequently print the cropped plate area image to the notice;
-Ability to "accept" or "reject" violation sets and record rejection reasons;
-Ability to generate printed warning letters (during the first 30 days of the Program at the City's discretion);
-Ability to automatically generate printed violation notices;
-Ability to track and notify the City of multiple violations for license plate number;
-Ability to store and archive all processed violation evidence into a secured database;
-24/7 ability to access any stored violation image from the system's database subject to agreed archive rules;
-24/7 ability to request and immediately view Court Evidence Package image sequences displayed as video or as individual high resolution still shots, or send images to print locally;
-24/7 ability to immediately request, view and print both standard and user-defined reports;
-Secured Access Control and automatically generated Electronic Audit Trails;
-Encryption and decryption management; and
-Ability to ensure scheduling of NOV hearing so that hearing occurs within 180 days of the date of the violation.

Verra Mobility Response:

Our back-office software platform is web-based. It only requires an internet connection with a browser to view, perform administrative tasks and process violations. The system is able to provide all of the functions listed in this requirement and the cost for these functions are included in the price that we are submitting in this proposal.

As described above, the violation processing system will provide the following functions at a minimum:

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- Web-enabled access and operation from Microsoft Internet Explorer and/or Google Chrome browsers;
- Web-based access to statistical information related to the violations at all speed camera locations individually and overall;
- Ability to provide for an online case management system;
- Secure user log-in and access;
- Automatic presentation of images and data captured by the camera system onto review PC's;
- Easy review of violation evidence against regulations;
- Ability to both "play" full motion video and view multiple scene and plate images;
- Ability to view each image as a full screen enlargement with a single click;
- Ability to view all original images;
- Ability to "crop" a license plate image area from the optimal license plate image in the multiple-image license plate set to establish vehicle ID, and subsequently print the cropped plate area image to the notice;
- Ability to "accept" or "reject" violation sets and record rejection reasons;
- Ability to generate printed warning letters (during the first 30 days of the Program at the City's discretion);
- Ability to automatically generate printed violation notices;
- Ability to track and notify the City of multiple violations for license plate number;
- Ability to store and archive all processed violation evidence into a secured database;
- 24/7 ability to access any stored violation image from the system's database subject to agreed archive rules;
- 24/7 ability to request and immediately view Court Evidence Package image sequences displayed as video or as individual high resolution still shots, or send images to print locally;
- 24/7 ability to immediately request, view and print both standard and user-defined reports;
- Secured Access Control and automatically generated Electronic Audit Trails;
- Encryption and decryption management; and
- Ability to ensure scheduling of NOV hearing so that hearing occurs within 180 days of the date of the violation.

RFP Requirements:

5.83 Citation Processing and Payment. Notice of Violation and citation processing in compliance with chapter 2023-174, Florida Statutes. The approved Proposer must be an NLETS Strategic partner and house all CJIS/NLETS processing inside the continental United States at a CJIS compliant facility. All employees with access to citations and citation processing will meet all CJIS requirements. All payments must be handled by the successful service provider and use an internal audit trail and be verifiable by external audit. Lock-box payment service will not be permitted.

Verra Mobility Response:

Verra Mobility is an NLETS Strategic partner that will house all CJIS/NLETS processing inside the continental United States for the Automated Speed Detection for School Zone Safety Enforcement program. Our employees with access to citations and citation processing on behalf of the City meet all CJIS requirements. As we do on the City's current red-light program, payments will be handled to allow for an internal audit trail and be verifiable by external audit.

RFP Requirement:

5.83.1 Successful Proposer shall receive violation payments in response to the statutory notification, document the receipt of payment in electronic format and account for all funds received as provided herein and by Statute. Successful Proposer will continuously and openly account for all funds received in connection with the Program using generally accepted accounting principles. Successful Proposer shall make timely disbursements to the State as required by Florida Statute sections 316.1896(5) and 318.18 and concurrent disbursements to the City of the City's portion of the revenues collected pursuant to the statute. Successful Proposer's costs and expenses will be deducted from the City's portion of revenues collected. Successful Proposer shall demonstrate the ability to handle all violation payments electronically paid on-line or mailed to Successful Proposer owned lockbox including the daily depositing and reconciliation of all receipts. Successful Proposal shall provide a breakdown of the fine amounts collected and distributed, and where the fines will be remitted for NOV's and UTC's in compliance with Florida Statute section 316.1986.

Verra Mobility Response:

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Verra Mobility will receive violation payments in response to the statutory notification, document the receipt of payment in electronic format and account for all funds received as provided herein and by Statute, as we currently do on the City's red-light program. We will continuously and openly account for all funds received in connection with the Program using generally accepted accounting principles. Verra Mobility makes timely disbursements to the State as required by Florida Statute sections 316.1896(5) and 318.18 and concurrent disbursements to the City of the City's portion of the revenues collected pursuant to the statute. Our costs and expenses will be deducted from the City's portion of revenues collected. Verra Mobility has over a decade of experience handling all violation payments electronically paid on-line or mailed to our company including the daily depositing and reconciliation of all receipts. Our breakdowns include fine amounts collected and distributed and where the fines will be remitted for NOV's and UTC's in compliance with Florida Statute section 316.1986.

5.83.2 Due to the expected high volume of mail that is received, control and accuracy are essential factors in the operation. The services provided shall be integrated with numerous levels of control, audit, and redundancy to ensure the accurate and timely receipt, processing and update of mail-in payments.

Verra Mobility Response:

Verra Mobility is a long-term automated enforcement provider and processes large volumes for the City of Tampa on your red-light enforcement program. We have control and accuracy standards and practices that ensure your program will operate efficiently. The stated services provided will be integrated with numerous levels of control, audit and redundancy to ensure the accurate and timely receipt, processing and update of mail-in payments.

5.83.3 Describe procedures for processing payments to include, but not limited to:
-Method for receipt of payments;
-Ability to apply payments by source (cash, check, money order or credit card);
-Ability to handle electronic reimbursement and automated check handling (ACH);
-Verification of check amounts;
-Batch reconciliation and file update;
-Bonded courier service to financial institution;
-Accept and process partial payments, allowing the citizen to pay the fine/hearing cost over a period of time not exceeding three months without administration by The City; and
-Processing exception payments.

Verra Mobility Response:

As part of the program implementation process, the City (referred to as "Client" in this section) will select from the following three Service Tiers from Verra Mobility and our payment channel partners.

- Tier 1: Client manages banking and payment processing: Client will use its own payment processing channels, independent of Verra Mobility.
- Tier 2: Citation payments, made through each payment channel, will be deposited, daily, into an existing Client account or a new account opened by the Client at a bank of its choice. Verra Mobility will facilitate the establishment and maintain the lockbox with its channel partner (RLI) and facilitate the establishment of a merchant account with ACI Payments, maintain the public-facing website, and facilitate electronic payment processing (including IVR), and provide BOS reporting to the Client on citations paid.
- Tier 3: The Client will establish a bank account at U.S. Bank in its name and delegate authority to Verra Mobility to initiate funds transfers via ACH to another Client account on a Client-determined frequency. Verra Mobility will facilitate the establishment and maintain the lockbox with its channel partner, facilitate the establishment of a merchant account with ACI Payments, maintain the public-facing website, facilitate electronic payment processing (including IVR), track citizen citations payments via the BOS, and reconcile the Client pooling account established at U.S. Bank.

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The following description of the payment processing channels assumes that the Client will select Tier 2 or Tier 3[6]. For the Tier 2 and Tier 3 payment processing channels, the Client will be required to provide completed banking forms, which may include among others a participation agreement and sub-merchant agreement with the payment processor as well as a bank verification letter prepared by the Client's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.

When a notice is issued with a fine amount, there are multiple payment channels from which the payer may choose. All payments are tracked by payment source (phone and web, and lockbox and walk-in) and payment method (check, money order, credit card and eCheck / ACH (automated clearinghouse).

The BOS allows for applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals, and reversals to be tracked. Verra Mobility partners with a provider for lockbox services. We also have a relationship with ACI Payments to provide payment processing services for online and phone payments.

The following are the multiple options that Verra Mobility can makes accessible to citation recipients depending on the City's preference.

Lockbox Payments

Each notice includes a payment coupon that the violator mails in with his or her payment by check. All lockbox payments are mailed to the lockbox vendor's address. The lockbox vendor handles the lockbox payment channel and deposits checks and money orders directly to a Client-designated account (Tier 2) or to and additional account, opened by the Client for Verra Mobility to monitor and reconcile lockbox receipts (Tier 3).

Phone Payments

Violators have the option of paying their fines over the phone utilizing our interactive voice response (IVR) system. Each notice will have our toll-free customer service number listed on it, which violators can call to enter their payment information (credit card or e-Check) over the phone. Violators also have the option to listen to frequently asked questions (FAQs) and other program-related questions. They can speak to a live agent if they need information that is not available in the system's pre-recorded messages. A convenience fee is applied to the payer.

Walk-In Payments

For those violators who wish to make a payment in person, violators can make payments at a Client facility (if the Client desires to offer this option). Each notice will include instructions to the payer to go to the designated location for walk-in payments.

To increase collection capabilities and payment rates, Verra Mobility offers its clients the ability to provide a walk-in cash payment option to violators through MoneyGram™.

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[6] For Customer to select Tier 2 or Tier 3 payment processing channels, Customer will be required to provide completed banking and payment processing forms and related agreements, which include among others:

- a participant agreement and submerchant agreement with the payment processor;
- a bank verification letter prepared by the Customer's settlement account's bank; and
- a Form W-9, Request for Taxpayer Identification Number and Certification.

Copies of banking forms and related agreements will be provided upon request.
Neither (i) certain vendors of Verra Mobility, which perform licensing, testing, or qualification of equipment nor (ii) payment processors and other regulated entities, such as U.S. Bank or cellular service providers, are to be considered subcontractors of Verra Mobility under any resulting agreement with Customer.

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With MoneyGram ExpressPayment™, payments are processed and then credited electronically at retailers throughout the nation, such as all Walmart, CVS Pharmacy, and many other well-known retailers. MoneyGram can help violators avoid late fees and other consequences with a same-day walk-in payment option.

Payment availability through MoneyGram locations allows Verra Mobility customers to better serve citizens by providing a convenient and affordable bill payment solution for the “unbanked” and “under-banked” population, who operate mostly with cash. A large network of retail locations can increase the likelihood of citation payment for those without a checking account or credit card by making the process simpler and placing it closer to where the violator resides.

This payment option can help you optimize your program by collecting funds in a more timely and efficient manner. This convenient payment option is available at no additional cost to the Client. Any transaction fee charged to the violator is paid to the MoneyGram Express Payment vendor.

Web Payments

Verra Mobility has a relationship with ACI Payments to provide online and phone payment processing services.

The online payment channel allows violators to pay independently online through our public-facing website. Most major credit cards are accepted. Verra Mobility’s processing system provides validation of the notice numbers, PINs and balances during the session transfers with ACI Payments. A convenience fee is applied to the payer.

Funds Deposit

If the Client selects Tier 1, Verra Mobility will assist the Client in establishing a dedicated demand deposit account owned by the Client where payments will be deposited regularly from the Verra Mobility-facilitated payment portals. If the Client chooses our Tier 2 or Tier 3 processing options, below is a description of the deposit process for each tier.

For Tier 2 processing, funds received through all payment channels are deposited daily to the Client’s designated bank account. A record of these payments is entered into the BOS and the balances are updated.

For Tier 3 processing, funds received through all payment channels are deposited into the Client-owned U.S. Bank account, which the Client delegates authority to Verra Mobility for the purpose of performing certain functions. A record of these payments is entered into the BOS and the balances are updated. Either weekly or monthly, Verra Mobility initiates an ACH payment from the Client-owned and opened U.S. Bank account to the Client’s designated bank account. Every month, Verra Mobility furnishes the Client with a reconciliation of received payments and returns recorded in the BOS module to the Client-owned and opened U.S. Bank account statement.

RFP Requirements:

5.84 Statistical Reporting. In addition to SDS required reports and logs, in support of the City’s project evaluation activities, the Successful Proposer will provide monthly and semi-annual summary program metrics to the City of Tampa Police Department that will include, at a minimum, the following (Web-based reporting systems are required) (provide samples):
-Number of events recorded, by intersection approach and in total;
-Number of events not billable/rejected, including a breakout of controllable and not-controllable events lost, by location and in total, along with reason for non-billable/rejected events;
-Number of events forwarded to City of Tampa Police Department;
-Number of citations authorized and mailed, by month of issuance; and
-Number of citations returned as undeliverable.

Verra Mobility Response:

Verra Mobility provides SDS required reports and logs, in support of the City’s project evaluation activities and will provide monthly and semi-annual summary program metrics to the City of Tampa Police Department that include, at a minimum, the following:

- Number of events recorded, by intersection approach and in total;
- Number of events not billable/rejected, including a breakout of controllable and not-controllable events lost, by location and in total, along with reason for non-billable/rejected events;
- Number of events forwarded to City of Tampa Police Department;

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- Number of citations authorized and mailed, by month of issuance; and
- Number of citations returned as undeliverable.

Our BOS includes a business intelligence (BI) reporting module. Power BI is a comprehensive web platform allowing clients to view program and statistical data for short and long-term analysis of events and trends. This data is available in a variety of formats and visualizations, depending on the metric presented.

Reports are grouped by statistical, financial, and operational data types. The BOS contains an extensive selection of parameter-driven reports to assist personnel in monitoring and measuring the effectiveness and efficiency of the camera systems. As a web-enabled system, authorized personnel can view and print any of these reports within the BI reporting tool at their convenience.

Example reports are provided in the following section.

RFP Requirements:

5.85 SDS Analysis and Reporting (provide samples). SDS must be capable of providing statistical analysis of camera location and operations and Proposer should provide samples of reports.

Verra Mobility Response:

Verra Mobility's solution allows for SDS Analysis and Reporting. Our SDS is capable of providing statistical analysis of camera location and operations.

Our Analysis and Reporting is fully equipped to provide comprehensive statistical analysis of camera locations and operations. It generates detailed reports that include metrics such as operational uptime, frequency of use, and location-based performance. For instance, the following screenshot of our back-office system (BOS) reporting system showcases a heatmap of camera usage across various locations, as well as a breakdown of metrics over time. These samples demonstrate our capability to deliver the required analysis and reporting for RFP.

Samples reports are provided below.

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COMPREHENSIVE REPORTING

RFP Requirements:

5.85.1 SDS shall be capable of providing reports which show, at a minimum:
-Hours of use per camera by operational site;
-Results achieved by each camera by site;
-Violations recorded by site; and
-Violations by speed, date, and hour.

Verra Mobility Response:

Verra Mobility's SDS can provide reports which show, at a minimum the hours of use per camera by operational site; results achieved by each camera by site; violations recorded by site; and violations by speed, date, and hour. Please see our response to RFP requirement 5.85 for additional information.

RFP Requirements:

5.85.2 SDS shall be capable of immediately generating operations reports 24/7 including:
-Number of violations recorded;
-Count of violations where notices not prepared;
-Notices prepared and mailed by First Class mail; and
-Status of notices issued (outstanding, canceled, reissued and so forth).

Verra Mobility Response:

Our SDS is capable of immediately generating operations reports 24/7 including: number of violations recorded; count of violations where notices not prepared; notices prepared and mailed by First Class mail; and status of notices issued (outstanding, canceled, reissued and so forth).

The following list details additional reports that can be provided to the City of Tampa.

- **Program Summary** - Provides high-level views of the customer program by site location, violation type and event status either by month or year.
- **Event and Citation Trending** - Provides views of traffic, event and citation volume by location and program type either by day, week, month, or year. Users can view average speed at which events occur and citations are issued, comparing data from camera location to camera location.

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- **Camera Activity** - Provides views of camera activity by location and enforcement type. Includes hours when traffic or triggered events were captured and when the camera systems were idle without traffic or triggered events.
- **Event Activity** - Provides views of number of events and their current state by enforcement type. Filter by day, week, month, or enforcement site level.
- **Officer Activity** - Provides views of the Officer (or designated personnel's) decisions on captured events reviewed in summary, by Officer, and over time.
- **Document Mailings** - Provides views of number and type of documents mailed year over year, quarterly, and the ability to narrow results to a specific time frame.
- **Program Revenue** - Provides views of total program revenue.
- **Invoicing** - Verra Mobility services invoiced.
- **Community Impact** - Provides views of issued citations percentages by Resident, Non-Resident, City and ZIP Code.
- **Queue Matrix** - Provides views of current event counts and their associated stage in the workflow queues.
- **Payment Statistics** - For Clients that partner with Verra Mobility on payments, this report provides views of payments received on first or escalated notice; as well as, paid vs. unpaid trends.
- **Banking and Payments** - For Clients that use Verra Mobility enabled payment channels, provides views of payment activity by channel, payment method, camera system location and payments by transaction date.
- **Collections** - For Clients that use collections agencies through Verra Mobility to support Collection activities, provides views of collection actions and paid vs. unpaid results.
- **Hearings and Adjudication** - For those Clients that use the Verra Mobility Adjudication module, provides a view of the appointment calendar by appointment type, document type and/or violation type. Also includes determinations from past appointments.
- **Verra Mobility Live** – For Clients with this functionality, provides views of historical video requests and, where allowed by law, live stream sessions. Filter by request type and view daily, weekly, or monthly usage by user.

RFP Requirements:

5.85.3 Camera system shall also supply the following reports:
-Camera equipment hours of service and hours lost;
-Number and description of camera or other equipment malfunctions; and
-Time spent by each TPD user logged into the violation processing system and the number of violations processed by each user.

Verra Mobility Response:

Our camera system also supplies the following reports: camera equipment hours of service and hours lost; number and description of camera or other equipment malfunctions; and time spent by each TPD user logged into the violation processing system and the number of violations processed by each user.

We currently provide all these reports on your current red-light program and will do so for the speed enforcement program, conforming with statutory requirements.

RFP Requirements:

5.85.4 Camera system shall be capable of providing violation and traffic statistics as follows:
-Real-time traffic volume and vehicle counts, and
-Real-time violation graphs and chart by time of day and day of week.

Verra Mobility Response:

Verra Mobility's system provides violation and traffic statistics including real-time traffic volume and vehicle counts, and real-time violation graphs and chart by time of day and day of week.

We can also provide graphs, charts by time of day and day of the week, among additional resources and analytics as we currently do for the existing photo enforcement program.

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RFP Requirements:

5.86 Hearing Support and Customer Service. Successful Proposer shall work with the Tampa Police Department in developing hearing schedules and sending all notices for hearing dates and rescheduled hearings as may be needed. The Successful Proposer shall handle all customer service calls and request for rescheduling hearings unless otherwise agreed to by the Tampa Police Department

Verra Mobility Response:

Verra Mobility provides support and customer service, which includes working with the Tampa Police Department in developing hearing schedules and sending all notices for hearing dates and rescheduled hearings as may be needed. We will handle all customer service calls and request for rescheduling hearings unless otherwise agreed to by the Tampa Police Department.

Verra Mobility fully supports and will provide ongoing expert testimony, as reasonably necessary, at contested court hearings. We have highly qualified and experienced witnesses, including our local Account Manager, who can testify to system functionality, accuracy, event processing, and chain of custody. In addition, throughout the term of the agreement, Verra Mobility will provide technology event storage and chain of custody training to police personnel as often as reasonably necessary to allow such personnel to act as expert witnesses on behalf of The City with respect to the program. Such training may be personalized to the City, to assist them in addressing specific challenges as they occur. Orlando Torres can also work with the City to identify any recommended areas of improvement.

RFP Requirement:

5.87 Payment Plan. Successful Proposer shall offer a payment plan option to be handled by the Successful Proposer and all proposals shall provide details of the payment plan.

Verra Mobility Response:

Verra Mobility offers a payment plan option to be handled by our company. Please see our response to RFP requirement 5.26.14.

RFP Requirement:

5.91.1 Identify a payment or cost or revenue share schedule. Payment will be made only as segments of the project are delivered and accepted by The City.

Verra Mobility Response:

Our payment, cost and revenue share schedules are in Tab 10, Compensation. Payment will be made only as segments of the project are delivered and accepted by The City.

RFP Requirement:

5.91.2 Explain and provide details of any conditions that might increase or reduce the cost of the proposed services.

Verra Mobility Response:

We provide detail on the cost of all services within Tab 10 Compensation.

RFP Requirement:

5.91.3 The costs of these services. Costs shall include all items, including but not limited to, professional time, travel, data processing, forms, printing, or any other expenses included in the proposed cost.

Verra Mobility Response:

Please refer to Tab 10 Compensation for the costs of all services. Costs all items, including but not limited to, professional time, travel, data processing, forms, printing, or any other expenses.

RFP Requirement:

5.91.4 Final negotiated prices submitted shall be valid for a period of at least 120 calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

Verra Mobility Response:

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Verra Mobility complies with the requirement that final negotiated prices submitted in our proposal valid for a period of at least 120 calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

RFP Requirement:

5.91.5 Pricing shall be firm for the initial term of the contract. Additional information related to compensation for future contract periods is included in the General Conditions.

Verra Mobility Response:

Our included pricing is firm for the initial term of the contract. Please refer to Tab 10 Compensation for all pricing related details.

RFP Requirement:

5.91.6 The City will only accept proposals that guarantee cost neutrality to The City (i.e., City's portion of the revenue collected will at least match Successful Proposer's cost and expenses for providing the system). Should the amount of the City's portion of the revenue collected fall short of Successful Proposer's cost and expenses, the Successful Proposer will absorb the difference in cost. The City will not pay any additional fees not covered by City's portion of revenues received.

Verra Mobility's Response:

Please refer to Tab 10 Compensation for all pricing related details.

RFP Requirement:

5.91.7 The City will not pay any upfront costs for the installation of this SDS and related equipment.

Verra Mobility Response:

Please refer to Tab 10 Compensation for all pricing related details.

RFP Requirement:

5.91.8 Proposer should assume a minimum of SDS will be installed as authorized by City Ordinance; however, The City has sole discretion to make changes to the number and/or location of all SDS locations.

Verra Mobility Response:

Please refer to Tab 10 Compensation for all pricing related details.

RFP Requirement:

6. CITY'S ROLE AND RESPONSIBILITIES

The City through the Tampa Police Department shall review violations provided through an electronic system provided by the Successful Proposer which allow officers, or TIEO's if applicable, to make the determination as to whether a violation exist and if a Notice of Violation and, when applicable, a UTC will be issued as provided herein and in accordance with Florida Statute. The City shall provide a Clerk and a local hearing magistrate to conduct hearings on Notice of Violations.

UTC's will be handled through the Clerk of the Court and heard in traffic division in the Thirteenth Judicial Circuit County Court. The City Mobility Department will work with vendor as required for the placement of school speed zone enforcement cameras and TPD will work with the Successful Proposer on the review of the violations to determine whether a violation exists and will provide officer, or TIEO if applicable, hearing testimony. The City will provide a location for NOV hearings and a magistrate for conducting the hearings.

Verra Mobility Response:

We understand and will fully comply to the City's stated roles and responsibilities.

RFP Requirements:

7. PROPOSER SUBMITTALS

The following must be submitted in the proposal:

7.1 Contract Termination for Default. Has the Proposer's company had a contract terminated for default in the

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last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.
If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the company's position on the matter. City Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its experience.

Verra Mobility Response:
None.

7.2 Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation.
relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

Verra Mobility Response:
Please note that we have included this information within our response to RFP Section 8.6 Current/Past Legal System Proceedings.

RFP Requirement:
8 QUALIFICATIONS
8.1 Proposer must provide references from five or more operational cities, counties, states, or provinces of similar size to the City to document successful deployment of vendor's proposed school speed zone detection technology and system solution. The references must be operating an outsourced program using the same equipment and technology proposed herein. The list for each reference shall include:

- Agency/Jurisdiction Name and Address;
- Contracting Officer and Contact Information (Telephone Number and E-mail Address);
- Technical Representative and Contact Information (Telephone Number and E-mail Address); and
- Written description of the specific services provided.

Verra Mobility Response:
We have included more than 10 references within "Tab 6 – References" that can attest to our ability to provide the exact services required in this RFP. The client most similar in size (population and area) to The City of Tampa is the City of Orlando in Florida. This client has a population that is also 300,000+ and an area between 100 and 200 square miles like the City of Tampa.

The City of Orlando Contact Information
Raymond Rodriguez, Program & Operation Coordinator
407-246-2060 (general)
407-246-8487 (office)
Raymond.Rodriguez@cityoforlando.net

Our proposed technology is currently operational in the City of Orlando, including the exact camera model and back-office platform. We provide automated enforcement technology for this client. Please note that the following five references also are for speed enforcement services, are operational programs and share the same technology as proposed on this bid:

- City of Atlanta, GA
- District (Washington D.C.) Department of Transportation
- City of Alexandria, VA
- City of Baltimore, MD
- Union City, GA

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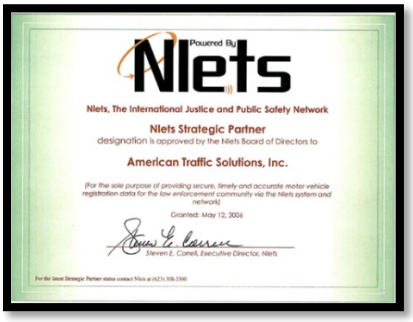
RFP Requirement:

8.2 The City requires the Proposer to be a National Law Enforcement Telecommunications System (NLETS) Strategic Partner. This is very beneficial for obtaining out of state registration information. Proposer shall include in its proposal a statement indicating it is a NLETS Strategic Partner, and if so, provide date of certification and copy of certificate(s).

Verra Mobility's Response:

Verra Mobility is an Nlets Strategic Partner. Verra Mobility has trusted Nlets as a superior partner because of its security, capacity, and reliability. Our Nlets Strategic Partner certification was granted in May 2006; we were the first certified Nlets Strategic Partner in the road safety camera industry (https://www.nlets.org/partnerships/strategic-partner-list). Nlets re-certifies every three years by performing an audit to ensure VERRA MOBILITY is in compliance with the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.


Powered By
Nlets
Nlets, The International Justice and Public Safety Network
Nlets Strategic Partner
designation is approved by the Nlets Board of Directors to
American Traffic Solutions, Inc.
(For the sole purpose of providing secure, timely and accurate motor vehicle registration data for the law enforcement community via the Nlets system and network)
Granted: May 12, 2006
Steven E. Correll, Executive Director, Nlets

RFP Requirement:

8.3 Proposer shall state its experience in working with other Florida Jurisdictions under the current State of Florida statutes (Chapter 2023-174, Laws of Florida).

Verra Mobility Response:

Verra Mobility has extensive experience working in Florida, operating under Florida Statute (Chapter 2023-174, Laws of Florida). We bring unmatched knowledge of Florida as well because we currently support automated enforcement safety programs for 31 municipalities in the state, including multiple programs within a short distance of the City of Tampa. Our local team consists of account management, licensed engineers, a construction manager, and technicians. Verra Mobility has key relationships with Hillsborough County, Florida Power and Light (FPL), and Florida Department of Transportation to ensure permits are issued on time and schedules are met. Please see Tab 7. General Statement of Experience for a complete description of our experience.

RFP Requirement:

8.4 Project Staff Qualifications. Proposer shall include the name, title, address, and telephone numbers of employees and/or subcontractors who will both manage and be assigned to perform services under the proposal. In addition, a signed resume not exceeding two pages, including references, detailing educational qualifications and previous work assignments related to this RFP for each project management team member who will be assigned to perform work under this contract.

Verra Mobility Response:

Verra Mobility offers local personnel with the ability to respond to you easily, including the Director of Account Management, Orlando Torres, lives in Fort Lauderdale and can coordinate a response to your office within just a couple of hours. We also propose Senior Account Manager Placido Diaz. For this program we include two additional operational key staff positions in Tom Horak, Customer Service Representative and Kathleen Dobbels, our nearby located Vice President of Field Operations.

Resumes for each of our key personnel are provided below and include signatures, references, and additional information.

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CONTACT

(786) 837-4981

orlando.torres@verramobility.com

Ft. Lauderdale, FL

www.verramobility.com

EDUCATION

UNIVERSITY OF PHOENIX

- B.S., Business Management,

MIAMI-DADE COMMUNITY COLLEGE

- A.A., Business Administration

AFFILIATIONS & CERTIFICATIONS

- Florida Department of Transportation (FDOT) Budget Administrator Certification
- Florida Department of Transportation (FDOT) Leadership / Director Certification

ORLANDO TORRES

DIRECTOR OF ACCOUNT MANAGEMENT

PROFILE

Orlando is the client's primary point-of-contact from contract execution until the first camera system goes live and starts issuing notices. Once the program is operational, he remains as client relationship manager and liaison for program needs throughout the contract period. Orlando applies his six years as Deputy Director of Toll Operations for Florida to successfully manage current relationships with road safety camera programs, such as Miami Gardens, City of Orlando, City of Aventura, and others. He has served as the Account Manager in South Florida for the past 12 years. He also manages the school bus stop-arm, and school zone speed safety camera programs for Atlanta Public Schools and Cobb County School District in Georgia.

Orlando analyzes problems and implements the best course of action to bring them to mutually satisfactory resolution. His regular communication with project stakeholders and constant activity and interactions in the community as a Broward County resident helps to ensure the development and continuance of successful photo enforcement programs.

RELEVANT PROFESSIONAL EXPERIENCE

American Traffic Solutions, Inc. dba Verra Mobility

Director of Account Management — 2015 - PRESENT

Executive Account Director — 2012 - 2015

- Functions as a coordinator between Verra Mobility staff and client staff
- Works with the client's Project Manager to plan all project activities and tasks
- Meets with the client's Project Manager as frequently as deemed necessary
- Provides program status reports and resolves outstanding issues
- Acts as the Verra Mobility point of contact for all matters relating to the client project
- Facilitates meetings between the client and Verra Mobility, when scheduled or requested
- Ensures the client receives necessary information through regular and called meetings, written documentation, as well as formal and informal communications
- Responds promptly when contacted by the client

Florida's Turnpike Enterprise, SunPass

Deputy Director of Toll Operations — 2006 - 2012

- Planned, organized, and directed the activities of the Agency's SunPass Program
- Managed customer service operations and all SunPass accounts, including Boca Raton and Orlando call center facilities administration and maintenance of facility
- Monitored SunPass accounting policies and responsibilities for cost center budget / finance management
- Conducted presentations within and outside of FTE as necessary for communication
- Developed and managed new business opportunities for SunPass and FTE
- Reviewed, interpreted, implemented, and enforced agency policies, rules, and procedures and assisted in accomplishing the agency's mission by providing safe and efficient transportation

ORLANDO TORRES

DIRECTOR OF ACCOUNT MANAGEMENT

REFERENCES

Raymond Rodriguez, PM
City of Orlando, FL
Phone: (407) 246-2487
Email: raymond.rodriguez@cityoforlando.net

Richard LeMack
Town of Davie
Phone: (954) 797-1030
richard_lemack@davie-fl.gov

John Franklin, Executive Director
Atlanta Public Schools
Phone: (404) 802-5513
jafranklin@atlanta.k12.ga.us

Mike Bentolia, Chief
Adventura
Phone: (305) 466-2893
richard_lemack@davie-fl.gov

Signature

CONTACT

(408) 596-4835

placido.diaz@verramobility.com

Miami-Ft. Lauderdale, FL

www.verramobility.com

EDUCATION

ST. THOMAS UNIVERSITY

- M.A., Business Executive Management & Professional Studies

BARRY UNIVERSITY

- B.A., Professional Studies

AFFILIATIONS & CERTIFICATIONS

- State of Florida Certified Law Enforcement Officer
- Fraternal Order of Police (FOP)
- Florida Police Chiefs Association (FPCA)
- Miami-Dade County Association of Chiefs of Police (MDCAP)
- International Association of Chiefs of Police (IACP)
- The National Association of Chiefs of Police (NACOP)
- Dade County Police Benevolent Association (DCPBA)

PLACIDO DIAZ

SENIOR ACCOUNT MANAGER

PROFILE

Placido possesses over 20 years of extensive professional experience in the law enforcement field with expertise in managing investigations, security, public service, law enforcement training, and Police activities. He is also knowledgeable in internal affairs investigations, governmental presentations, public safety programs, emergency response, policy and procedure development, budget planning, management, and media public relations. He is an excellent communicator with notable success in the management of operations focused on lowered crime, heightened security, strengthened productivity, and overall quality of life across the community.

Placido's experience in the public safety field is an asset to his clients and he believes in teamwork and collaborating with all stakeholders in any organization in order to succeed. He manages multiple Florida-based accounts throughout the state.

RELEVANT PROFESSIONAL EXPERIENCE

Verra Mobility

Senior Account Manager — 2013 - PRESENT

- Provides support to all clients from the law enforcement perspective
- Provides financial and technical support to all clients
- Performs regular audits of the client accounts to ensure performance and accountability
- Ensures compliance with state statue and local ordinances
- Audits the financials on a regular basis to ensure all financial obligations are met
- Evaluates pricing models for products from a law enforcement and government perspective
- Provides client support in both technical aspects and day to day operational needs
- Meets with clients and stakeholders regularly to proactively address any needs or concerns
- Conducts public presentations to stakeholders including elected officials, law enforcement, and staff

City of Sweetwater Police Department

Chief of Police — 2015 - 2023

- Managed the public safety and police operations of The City with 71 sworn and 13 civilian personnel
- Planned, organized, directed, and oversaw all activities of the Police Department with an operating budget of $14M
- Prepared long-term strategic plans, objectives, organizational structure, and overall direction for the Police Department
- Performed a variety of complex administrative and professional work in planning, coordinating, and managing the maintenance and adherence to the department's accreditation through CFA

- The FBI Law Enforcement Executive Development Association

PLACIDO DIAZ

SENIOR ACCOUNT MANAGER

RELEVANT EXPERIENCE CONTINUED

City of Miami Police Department

Special Projects Coordinator for the Assistant Chief of Police 2013 - 2015

Sworn Law Enforcement Professional 2003 - 2015

- Administered State and Local law enforcement programs including the Mark Wandall Traffic Safety Program
- Executed daily operations of several departmental programs including the validation and operational process for multiple quasi-judicial boards
- Implemented programs for units of local and state agencies concerned with law enforcement in accordance with statutory mandates and local guidelines
- Assisted in the day-to-day operations of the Assistant Chief in both the Administrations and the Filed Operations Division

REFERENCES

Saul Diaz
City of Sweetwater, FL
Phone: (407) 246-2487

Chris Lafontaine
Hilton Garden Inn
Phone: (305) 500-9079

Ralph Ventura
City of Sweetwater, FL
Phone: (305) 221-0411

Signature

CONTACT

(408) 596-4835

tom.horak@verramobility.com

State of Florida

www.verramobility.com

EDUCATION

UNIVERSITY OF WISCONSIN

- B.A., Marketing

TOM HORAK

CLIENT SUPPORT SPECIALIST

PROFILE

Tom has nearly twenty years of experience supporting the implementation and operation of successful photo enforcement programs. He currently provides ongoing client customer service in Florida, Georgia, and Illinois. Following program go live, Tom becomes the client's primary point-of-contact and communication link to all internal Verra Mobility departments. As such, he works with numerous stakeholders – including the court(s), law enforcement, and the client's IT department – to solve all issues related to processing events.

RELEVANT PROFESSIONAL EXPERIENCE

Verra Mobility

Client Support Specialist	2012 - PRESENT
Safety Customer Service Supervisor	2010 - 2012
Customer Service Team Lead	2008 - 2010
Event Processor	2007 - 2008

- Researches and resolves client issues within 48 hours. If an issue requires additional time for resolution, provides frequent updates until issue is resolved
- Investigates solutions and communicates appropriate options for resolution
- Works directly with Operations to ensure event processors and customer service representatives have the most up-to-date information
- Analyzes issuance rates and police approval rates and works with internal groups and law enforcement to improve rates
- Processes requests for video clips
- Reviews business rules, contracts, and other account-specific items important to servicing the account
- Monitors police review queues daily. If police review queues require attention, initiates immediate appropriate outreach either by email or phone call. If there is no improvement within 48 hours, escalates the issue

REFERENCES

Chad R. Mumbauer, Special Ops

Lakeland Police Department

Phone: (863) 834-2580

Facebook: LakelandPD@LakelandPD

Jimmy E. Deal, Chief of Police

Miami Springs Police Department

Phone: (954) 797-1030

Email: jdeal@mspd.us

Signature

CONTACT

(480) 443-7000

kathleen.dobbels@verramobility.com

Phoenix, AZ

www.verramobility.com

EDUCATION

HOGESCHOOL GENT

- M.B.A., Business Communications

HOGESCHOOL GENT

- M.A., Translation Studies, English-Dutch-German

AFFILIATIONS & CERTIFICATIONS

- Lean Six Sigma MBB, Scrum Master
- ISO9001 Lead Assessor
- MBNQA Examiner
- PEX Awards Judge

KATHLEEN DOBBELS

VICE PRESIDENT, FIELD OPERATIONS

PROFILE

Kathleen Dobbels is a dedicated Field Operations leader for North America and Europe, who brings 25 years of experience in business processes, customer satisfaction, and management. Throughout her career, she has focused on taking global operations to the next level by focusing on service excellence and creating scalable and innovative processes driving better outcomes for clients. With Kathleen's passion for continuous improvement and strong background in Lean Six Sigma, she sets a high bar for excellence and empowers teams to attain powerful results. In Kathleen's previous roles, she boosted customer and employee satisfaction by pioneering cultural transformations of Field, Processing, and Technical Support for more than 70,000 customers globally. She resides in nearby Vero Beach, Florida, and currently oversees the Verra Mobility National Field Services organization, comprised of the Field Services team and Verra Command Center. Kathleen is responsible for service delivery, productivity, and employee engagement as well as other responsibilities associated with day-to-day operations and continuous improvement within Field Services. She leads all support and field teams efforts.

RELEVANT PROFESSIONAL EXPERIENCE

Verra Mobility

VP, Field Services, North America & Europe — 2023 - PRESENT

- Builds and empowers high-performing teams, re-engineers processes, and deploys automation to enhance customer satisfaction
- Leads continuous improvement efforts through the application of Lean Six Sigma methodologies
- Manages the National Field Services organization, which includes the Field Services team and Verra Mobility Command Center
- Analyzes and works to improve all aspects of Field Services operations, including service delivery, productivity, and employee engagement

NCR

Vice President, Customer Operations — 2020 - 2022

- Oversaw $45 million budget with 1,500 employees delivering technical support of NCR and third-party software, hardware, and services in the Hospitality division
- Pioneered comprehensive cultural transformation within Hospitality Customer Operations, creating a customer-centric organization, re-engineering processes, and deploying automation
- Replaced outdated technology with cloud-based platforms (Genesys, Salesforce) in less than 12 months; leveraged ML/AI to simplify the product, thereby resolving customer issues
- Grew the Service Desk delivery, outsourcing IT support by 4x in 12 months

NCR

Vice President, Strategic Growth Platforms — 2019 - 2020

- Deployed Product Lifecycle Management and coached Strategic Growth Platform teams in transformation from hardware and on-premises software to SaaS for Banking, Retail, and Hospitality
- Worked with the C-suite for the governance, reporting, and success of seven Strategic Growth Platforms

KATHLEEN DOBBLES

VP, FIELD SERVICES N. AMERICA & EUROPE

RELEVANT EXPERIENCE CONTINUED

Nielson

Sr. Vice President Global Operations Consumer Insights & BASES 2017- 2019

- Oversaw Buy Customized Research Operations with $250 million expense budget managing 2,000 employees and 500 contractor agencies across 90 countries

Sr. Vice President Global Integration & Excellence 2016- 2017

- Oversaw Buy Customized Research Operations with $250 million expense budget managing 2,000 employees and 500 contractor agencies across 90 countries

Sr. Vice President, Business Process Improvement & Quality

- Led global Lean Six Sigma program with 100 top-rated Lean Six Black Belts

Vice President, Global Operations BASES & Customized Research

- Led global operations for BASES-CR, managing 600 associates and 650 contractors 2019

Vice President, Business Processing Outsourcing

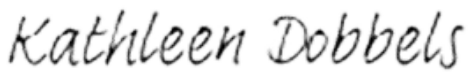
- Identified issues and improved performance at delivery centers with 1,700 associiates 2007-2009

REFERENCES

Mitchell Habib, Founder & CEO
FCM, LLC
Phone: (904) 608-5893
Email: mitchell@thinkfcm.com

Joe Wilke, Special Advisor BASES
Nielsen IQ
Phone: (513) 533-3604
Email: joe.wilke@nielsen.com

Signature



8.5 Financial Overview

Financial Overview. Proposer shall provide a general description of the firm's financial condition and identify any conditions (i.e. bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Proposer's ability to complete the project.

Verra Mobility Response:

Verra Mobility is in excellent financial standing and has no conditions that would impede our ability to complete this project.

We are a long-term mobility technology service provider with approximately 20 years of experience in the industry. We offer the size, scope, and stability of a company whose ultimate parent company was recently recognized and added to the S&P SmallCap 600 index with programs in the US, Canada, Europe, Asia, and Australia. For Tampa, this means having a partner who will be able to serve your enforcement needs now and into the future with no interruptions. We are also a public company, which means greater transparency to our corporate governance and financial accounting practices.

8.6 Current/Past Legal System Proceedings

Proposer shall identify (including venue and case number) and describe all litigation, pending or closed, in which Proposer is or has been a named party and all notices of intent to sue filed by the Proposer in the last five years involving a local government and a red-light camera system. Proposer shall also identify and describe all litigation, pending or closed, in the last five years in which Proposer is alleged to have engaged in fraud.

Verra Mobility Response:

[redacted]

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[redacted]

RFP Requirement:

9. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

Verra Mobility Response:

Yes. If there is a change in personnel during this project, Verra Mobility will ensure that The City is made aware and arrange for the review of suitable substitutes and will work with The City for the development of the drafts and final plans.

RFP Requirements:

10. IMPLEMENTATION

10.1 The Successful Proposer shall work with the City to initially install a SDS at all identified locations as authorized by Ordinance. The following implementation schedule is provided:

- EVENT DATE COMPLETED (whatever is later) Permits, installation and testing of all SDS and operations 07/15/24 or 90 days after contract
- Signage Prior to implementation as requested by The City
- Public announcement and awareness campaign 30 days prior to implementation
- Implementation 08/12/24 or 15 days after testing completed
- Training 08/01/24 or 1 week prior to implementation

Verra Mobility Response:

We have created an implementation plan that will comply with the implementation schedule listed in the requirement above.

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RFP Requirement:

10.2 For each of the implementation requirements above, Proposer shall provide a description of the extent of The City staff's involvement in the project and provide a requirements list for The City as part of its proposal.

Verra Mobility Response:

For permits - The City, County and FDOT is required to approve all permits

Installation – The City will be notified of our installment milestones. We will communicate with the City to ensure all BRQ and CRQ documentation is in line with agreed-upon project requirements.

Testing – The City will be notified of our testing milestones. This step is completed internally.

Operations – The City will be notified of the status of operations and will be able to pose questions.

Signage – Client will provide signage requirements and Verra Mobility will procure and install all signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

Public announcement and awareness campaign – The City will meet with Verra Mobility and review all concepts and plans and provide any additional inputs.

Implementation – The City will approve site images in order to go operational.

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Training – The City would need to provide details for this step including dates, participants, locations (virtual or on-site) and other pertinent inputs.

RFP Requirement:

10.3 Successful Proposer shall support The City by training staff on how to present the Program at public seminars or presentations. When requested by the City, the Successful Proposer will provide staff for public forums / seminars.

Verra Mobility Response:

Verra Mobility is committed to excellence is by designing and delivering training content that is specific and relevant to the program that The City will operate. We will provide all necessary training staff to support public forums and seminars. This may include facilitator-led training sessions that occur face-to-face or through distance learning. Each Verra Mobility training course will be accompanied with training materials on the topic or function being trained.

RFP Requirement:

11. COORDINATION WITH THE CITY

11.1 The Successful Proposer shall identify their Project Manager who shall work in close coordination with the City. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Successful Proposer's Project Manager or personnel assigned to the project.

Verra Mobility Response:

Verra Mobility's Project Manager for The City of Tampa is Placido Diaz, who is experienced in The State of Florida. Below is a summary of Placido's work experience.

Placido Diaz possesses over 20 years of extensive professional experience in the law enforcement field with expertise in managing investigations, security, public service, law enforcement training, and Police activities. He is also knowledgeable in internal affairs investigations, governmental presentations, public safety programs, emergency response, policy and procedure development, budget planning, management, and media public relations. He is an excellent communicator with notable success in the management of operations focused on lowered crime, heightened security, strengthened productivity, and overall quality of life across the community.

Placido's experience in the public safety field is an asset to his clients and he believes in teamwork and collaborating with all stakeholders in any organization in order to succeed. He manages multiple Florida-based accounts throughout the state.

RFP Requirement:

11.2 During the term of the contract, the Successful Proposer's Project Manager shall meet on-site with the City's Project Manager and/or other designated City officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

Verra Mobility Response:

Yes. Verra Mobility's project manager will be available to the City Manager and/or other designated City officials as necessary.

RFP Requirement:

11.3 Successful Proposer shall present the skills and qualifications of the Successful Proposer's Project Manager candidate and the team surrounding that candidate. The City shall have the right to interview the Successful Proposer's Project Manager candidate prior to awarding the contract and will have the right to require that the Successful Proposer's Project Manager and team members be replaced throughout the term of the contract.

Verra Mobility Response:

Yes, we understand and will comply with the City's right to interview our Project Manager prior to awarding the contract and confirm that we will allow team members to be replaced throughout the term of the contract.

RFP Requirement:

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11.4 Proposer shall provide a project timeline/schedule indicating when the proposed program will be fully operational for the City, no later than August 12, 2024, barring circumstances beyond the control of the Successful Proposer or written agreement with the Director of Mobility Department for additional time for implementation.

Verra Mobility Response:

[redacted]

RFP Requirement:

12.6 Warranties and Guarantee.

The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception, and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or portions found not in accordance with this RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.

Verra Mobility Response:

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As Verra Mobility will retain ownership of the camera systems, the camera manufacturer's warranty runs to Verra Mobility. If Verra Mobility is fortunate enough to be awarded a contract by the City of Tampa for its automated speed detection program, during the term of the contact, Verra Mobility will maintain the camera systems and ensure camera systems remain operational in accordance with the terms of the City's request for proposal and contract for the program. For reference, below is the warranty provided by the camera manufacturer:

The manufacturer warrants that all Products to be provided under this Agreement shall, for a warranty term equal to three (3) years from the date of installation at a Customer location, but in no event shall such three-year period commence more than 6-months of date from invoice, be substantially free of defects in materials and workmanship and that the Products shall comply with all applicable Specifications.

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Tab 6. References

Tab 6. References. Include a reference list of at least five clients to whom the Proposer has provided services like those being proposed to the City.

We provide a reference list below that includes five speed enforcement clients that utilize the same technology proposed for the City of Tampa. We have also included numerous other red light customers in Florida to showcase our automated enforcement experience in the state.

REFERENCE	CONTACT	SCOPE
City of Atlanta, GA	Keith Sumas, Emergency Management Coordinator Phone: 404.802.2022 (office) 678.907.7032 (cell) Keith.Sumas@atlanta.k12.ga.us	School zone speed safety camera program. Complete end-to-end solutions that include speed studies, site surveys and permitting, construction, equipment installation, maintenance, field services, program training, reporting, management, event processing, citation printing and mailing, public-facing website, public awareness support, call center, and payment and court support.
Baltimore City, MD – Speed Enforcement (School Zone – I-83)	Name: Phillip Mellerson Title: ATVES Director Phone: 410.984.9870/443.934.1977 Email: phillip.mellerson@baltimorecity.gov	Verra Mobility provides a full turnkey solution to Baltimore City with 126 transportable speed cameras and 15 fixed speed cameras for a total of 141 speed cameras. Our cameras capture events at the edge and send them to the BOS via a secure encrypted network. We complete the initial review, DMV lookup, and a second review prior to sending the event to Baltimore City for review. Events approved by the PD are then sent back to Verra Mobility to perform print and mail services. We also provide Baltimore City court packages for violations that are appealed and go to court.
Washington D.C.	Name: Charles Turner Title: Program Manager, District Department of Transportation Phone: 202.541.5494 Email: Charles.Turner@dc.gov	Verra Mobility has partnered with Washington, D.C. for its automated traffic enforcement program since the contract was executed in 2006. Verra Mobility's scope of work includes the provision of a speed and red-light safety program, including but not limited to: supporting hardware and software for Verra Mobility's speed and red-light cameras; camera site selection support, design, permitting, installation and maintenance of Verra Mobility's speed and red-light safety cameras; deployment of Verra Mobility's portable speed cameras; battery maintenance for camera systems that the District purchased; training; event processing for Verra Mobility and cameras through

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REFERENCE	CONTACT	SCOPE
		"image crop;" system interface with D.C.'s ticket processing vendor who provides the rest of the event processing after "image crop;" program reporting; and public awareness support.
Alexandria, VA	Robert McMullen Email: Robert.McMullen@alexandriava.gov	We have partnered with the Alexandria Police Department since 2011 to provide the City a Photo Safety Program to help reduce red-light violations and crashes. Our red-light photo enforcement cameras capture still images and video of red-light violators. Currently, Verra Mobility provides Alexandria with six red-light photo enforcement systems at high-risk intersections throughout the City. We also provide back-office processing of the captured incident to the local police for review and authorization of the violation. In addition, we provide subsequent printing and mailing of the police-approved citation maintaining the chain of custody throughout the process by not outsourcing these services.
Union City, GA	Lt. John Mohney Phone: 404.408.3591 Email: kmohney@unioncityga.org	Fixed speed safety camera photo enforcement program. Complete end-to-end safety camera solution including the following services: speed studies, site surveys and permitting, construction, equipment installation, maintenance and field services, program training, reporting, management, event processing, citation printing and mailing, public-facing website, public awareness support, call center, payment and court support.
City of Boynton Beach, FL	Christopher Munro, Sergeant, Traffic Unit Phone: 561.742.6111 Email: munroc@bbfl.us	Verra Mobility provides their Red-Light Camera Photo Enforcement Program. Complete end-to-end safety camera solution that includes the following services: Speed Studies, Site Surveys and Permitting, Construction, Equipment Installation, Maintenance and Field Services, Program Training, Reporting, Management, Event Processing, Citation Printing & Mailing, Public Facing Website, Public Awareness Support, Call Center, Payment & Court Support.
City of Orlando, FL	Raymond Rodriguez, Program & Operation Coordinator Phone: 407.246.2060 (general) 407.246.8487 (office) Email: Raymond.Rodriguez@cityoforlando.net	Turnkey automated enforcement program in Florida.

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REFERENCE	CONTACT	SCOPE
City of Kissimmee, FL	Curtis McGehee Assistant City Attorney Phone: 407.518.2321 Email: Curtis.McGehee@kissimmee.gov	Turnkey automated enforcement program in Florida.
City of Lakeland, FL	Chad Mumbauer Police Sergeant Phone: 863.834.2580 Email: Chad.mumbauer@lakelandgov.net	Verra Mobility provides their Red-Light Camera Photo Enforcement Program. Complete end-to-end safety camera solution that includes the following services: Speed Studies, Site Surveys and Permitting, Construction, Equipment Installation, Maintenance and Field Services, Program Training, Reporting, Management, Event Processing, Citation Printing & Mailing, Public Facing Website, Public Awareness Support, Call Center, Payment & Court Support.
City of Miami Springs, FL	Jimmy Deal Chief of Police Phone: 305.887.1444 Email: jdeal@mspd.us	Red-light photo enforcement program. Complete end-to-end safety camera solution that includes speed studies, site surveys and permitting, construction, equipment installation, maintenance and field services, program training, reporting, management, event processing, citation printing and mailing, public-facing website, public awareness support, call center, payment and court support.
City of Opa-Locka, FL	Marcos Gonzalez Police Sergeant Phone: 305.681.1033, ext. 2701 Email: mgonzalez@opalockapd.com	Turnkey automated enforcement program in Florida.
Town of Orange Park, FL	Gary A. Goble Chief of Police Phone: 904.278.3006 Email: GGoble@townop.com	Turnkey automated enforcement program in Florida.

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Tab 7. General Statement of Experience.

Tab 7. General Statement of Experience. Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess any experience like the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

Verra Mobility is the number one automated enforcement safety camera provider in the industry with approximately 9,000 red-light, speed, stop-arm, and bus lane safety cameras installed in nearly 270 communities and school districts across North America. This number is four to five times larger than our closest competitor. In the U.S. alone, we, together with our affiliates, process more than four million automated enforcement events per month from U.S.-installed camera systems, and we send approximately 1.4 million potential violations per month to our customers for their review and decision.

We bring unmatched knowledge of Florida as well because we currently support automated enforcement safety programs for 31 municipalities in the state, including multiple programs within a short distance of the City of Tampa. Our **local team** consists of account management, licensed engineers, a construction manager and technicians.

Our company works as your partner, offering institutional knowledge and stability. We are a long-term service provider with 20 years in the industry, and we were recently recognized and added to the S&P SmallCap 600 index. For the City of Tampa, this means having an ally who will be able to serve your enforcement needs now and into the future with no interruptions and limited risk. We are also a public company, which means greater transparency into our corporate governance and financial accounting practices. This global footprint and financial strength give us the capacity to deliver more efficiently than newly established competitors that may lack the resources needed to ramp up implementation or provide the latest modern equipment.

Our strong history with clients has led to an over 95 percent renewal rate. Examples of safety camera and red-light clients outside of the Florida clients mentioned above include but are not limited to Norfolk, Virginia Beach, and Falls Church, Virginia; New York City, New York; Baltimore, Baltimore County, and Howard County, Maryland; Washington, D.C.; Clayton County, Georgia; Montgomery, Alabama; Memphis, Tennessee; Baton Rouge and New Orleans, Louisiana; Chandler, Mesa, and Scottsdale, Arizona; Colorado Springs, Colorado; San Francisco, California; and Seattle and Spokane, Washington.

The following map includes a listing of our automated enforcement clients for all of our products (only limited by legislation) in North America.

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Tab 8. General Operating Procedures & Guidelines (Management Plan, Operations Plan, Quality Control Plan.

Tab 8. GENERAL OPERATING PROCEDURES & GUIDELINES (MANAGEMENT PLAN, OPERATIONS PLAN, QUALITY CONTROL PLAN, ETC…. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.

Verra Mobility provides cutting-edge camera technology and a reliable back-end processing platform to hundreds of clients that process millions of events every year. Our proposed offering to the City is the latest in the industry, making processes such as citations, billing, appeals, and remittance simple and easy. Our platform has been successful throughout the U.S. Our proposed solution includes new technology that provides enhanced back-office capabilities beyond solely the violation for a true end-to-end solution.

Most critically, we provide the experience of our staff, a local presence, and an account management team that is set up to build, maintain, and support the program through all phases. For your program, multiple key staff have been assigned, including Director of Account Management Orlando Torres – who brings 18 years of automated enforcement experience – and Senior Account Manager Placido Diaz, a seasoned law enforcement professional and former head chief of police for The City of Sweetwater, Florida. This experience provides us with a unique understanding of your traffic needs and the value of the program for investigative purposes, allowing our team to proactively address issues. This also allows us to maximize law enforcement capabilities by delivering force multiplier solutions. In addition, we use local partners that add additional support to our programs throughout Florida.

Both Orlando and Placido have vast experience in Florida, are bilingual, and are local experts who will engage with the City to provide immediate, in-person support. They also both bring expertise in multiple types of safety product solutions. Our team offers a local presence and an understanding of your environment gained through over 40 years of

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experience in Florida. This experience ensures the highest level of understanding, communication, and accountability for the program.

The pairing of our technology, processes, and personnel allows us to offer a true end-to-end solution to the City of Tampa, complete with features such as robust reporting and information systems, all with organized, auditable, and easily accessed functionality – providing the simplest proven solution to address and change dangerous driver behavior in the City.

Here at Verra Mobility, customer satisfaction is our primary focus. We understand that implementation of programs such as this can be demanding and somewhat interruptive for your staff while we work through the implementation. If we are fortunate to have you as a valued partner, we will carefully take the steps needed in partnership to align quickly and plan together to define what success looks like for your team and program.

As a leading nationwide provider of safety programs, you can be assured that we have a well thought out process and a team that will be dedicated to supporting your implementation. We will partner with you and provide a traditional project management structure to ensure we are always aligned and working to achieve or exceed expectations.

The following outlines our proposed project approach and the major milestones that Verra Mobility will achieve to get your program up and running with our speed safety camera solution. **We will work closely with the City and other agencies, as needed, to:**

- Review and finalize the project plan,
- Establish the business rules for the speed safety camera programs,
- Review and finalize the camera sites,
- Establish the rules for the red-light and speed safety camera programs;
- Develop design plans for these sites to meet local requirements;
- Obtain approval on the site plans and acquire permits,
- Construction and a configuration of these sites;
- Develop and approve the notices and outgoing correspondence for the program,
- Develop and execute the City’s public awareness campaign for the red-light and speed safety camera program, and
- Schedule and conduct the training for City staff, which will be coordinated and held by our Learning & Development Team.

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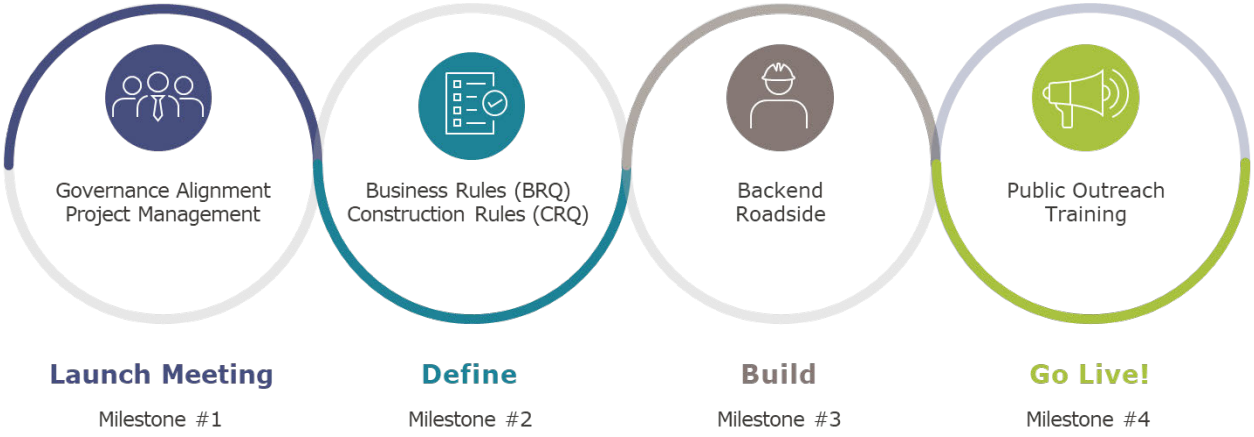
Four primary milestones drive our **implementation process**. While our skilled teams work to set up and solve the intricacies involved in delivering your safety camera program, your insight and collaboration is essential to success.



Milestone #1 – Launch Meeting

Immediately following contract execution, Verra Mobility's Project Manager will schedule an initial project kickoff meeting with key members of our Project Team and key City and police personnel. During this meeting, our team will provide an overview of the project and identify roles and responsibilities of all stakeholders involved in delivering the program.

This meeting has two primary areas of focus. The first being Governance Alignment where we will make sure we together are clear on how the program needs to operate to comply with legislative and contractual documents. The second focus will be on project management. Verra Mobility will supply the draft implementation plan and walk client staff though a typical implementation and begin to mature the plan with you input until we reach an agreed delivery schedule.

Milestone #2 – Define

Defining how a program will operate both with products and services is crucial to a quality and compliant program. We have a two-part requirements-gathering process that we will work together in making sure we are delivering with clarity.

1) Verra Mobility's Business Rules Questionnaire (BRQ) is a live document that allows our clients to provide Verra Mobility with a set of business rules regarding how the program should operate. Similar to an instruction manual, this document outlines the architecture for how the back-end operation work from event capture to notice payment and disposition. It contains the City's guidance as well as the program's governing legislation, the Verra Mobility internal team processes, and the applicable back-office system configurations. The captured business rules also directly allow for a call center script to be defined. Event processing rules (such as exempting vehicle categories such as ambulances and police vehicles) are also defined and proves our internal teams with all instructions for them to follow in such instances. We know the City's workflows are

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unique, and we are prepared to support them by customizing them to fit your specifications.

The BRQ focuses on the backend requirements in support of processing rules, document management, adjudication, and fund management to name a few. This includes defining violation categories that the City has determined exempt (e.g., police, fire, and ambulance vehicles).

2) Our change request questionnaire (CRQ) focuses on delivering products in full compliance of any state and local engineering and construction standards, ensuring that modifications are properly documented, evaluated, approved, and implemented in a controlled and systematic manner.

Milestone #3 – Build

Site Analysis

Site Selection

For speed safety camera programs, we use a robust site selection process and analysis tool, a unique and proven model that can quickly identify and evaluate an approach that presents a high safety risk for speed accidents. The result of the model can directionally indicate violation potentials at maturity of the site. This data, coupled with incident historical violation and crash data provided by the client, efficiently and accurately supports the process to pinpoint locations that can benefit the most from our speed safety camera solutions.

Site Surveys

We will conduct site visits and will document key inputs so that the necessary site plans can be designed.

Site Design and Permit Acquisition

In addition to utilizing, as needed, highly qualified local vendors and subcontractors for various activities, Verra Mobility has a fully integrated and equipped in-house design and engineering team of surveyors and CAD design technicians under the leadership/supervision of a professional engineer (PE) licensed in multiple states, with a Master's concentration in Transportation Planning and Engineering and 15 years of experience in traffic engineering and transportation planning.

The Design and Engineering Team will manage design plans to adhere to local permitting and will collaborate with our in-house construction staff and any applicable construction subcontractors on drawing review, provision of final drawings for the approved sites, and the necessary requirements for submission as prescribed by the City.

Camera Site Construction and System Installation

After the City approves the intersection/design plans and upon receipt of the required permits, we will begin site construction and system installation. Whereas Verra Mobility will have overall responsibility for the installation of the camera systems, we will work with and oversee any applicable electric or construction subcontractors to construct the camera sites.

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Our recommended transition approach will minimize construction needed at the existing sites. For context, Verra Mobility has transitioned existing programs in the United States including Virginia Beach and Norfolk, Virginia; Washington, D.C.; Chandler, Mesa and Scottsdale, Arizona; Baltimore County, Annapolis and Frederick, Maryland; Boulder, Colorado; San Francisco, California; and many others. Together, Verra Mobility and its subcontractors will ensure safe and continuous traffic flow during all phases of installation.

Deployment and Testing

During this phase, Verra Mobility tests each camera system, and validates all violation detection and image capture process and protocols prior to the system "go-live" date. Testing includes all hardware, software and service components to help ensure a maximum number of violations are captured and to reduce false triggers and image degradation issues.

Backend Setup

Verra Mobility will obtain the list of the City's authorized personnel who will need access to the back-office system. We will also add your program to our processing system, which will conform to the City's speed safety program business rules. We will work with the City on the creation and approval of all notices and correspondence that will be used for the City's program. The back-end development will be completed while the site work is being completed.

Milestone #4 – Go Live

The final Go Live stage is focused on outreach and training. Verra Mobility will work with the City's marketing or outreach team to make sure citizens are educated and aware of the benefits of the program. We will collaborate and support with content creation and delivery in support of a successful program launch. The final step is staff training from our Learning and Development team. This step is crucial to making sure City staff and partners in the program have a complete understanding of the process and tools to enable them to be successful. Training is designed to deliver content that is specific and relevant to the program that the City will operate. This may include facilitator-led training sessions that occur face-to-face or through distance learning. Each training course will be accompanied with training materials on the topic or function being trained. As the project evolves, a member of the Training Team will consult with the Verra Mobility Account Manager and the City's Program Manager to determine the timing of training, class sizes, delivery method and resources needed.

Management Overview

Verra Mobility will interface and collaborate with the City of Tampa and third parties effectively by adhering to an approved Project Management Plan (PMP) developed using industry best practices, such as those found in Project Management Body of Knowledge (PMBOK® Guide).

We will also develop project controls consistent with industry best practices. These controls will be documented in our PMP and include, but not be limited to, the following:

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- **Project Manager** – to support the full project, as well as a team of subject matter experts (SMEs) to provide additional support to the program design, implementation, and ongoing program change management.
- **Electronic Document Management** – to ensure a consistent file naming convention, secure file and data storage and archiving, file version control, as well as provide a central electronic location for the City of Tampa and stakeholders to access draft and final documents.
- **Schedule Management** – The City of Tampa and Verra Mobility will negotiate a final baseline project schedule utilizing Microsoft Project. The project schedule will be managed and updated bi-weekly (every two weeks) or at agreed upon cadence to meet the need of the project. The project schedule will illustrate the critical path and show progress from the approved baseline for each of the designated deployments and elements contained within for the duration of the contract and decommissioning of the program.

At each stage of delivery, we will manage and work with the City of Tampa to establish the appropriate working groups and authorities for approvals and acceptance of solutions. These milestones of acceptance will build into the delivery plan with appropriate success criteria as determined by the City. This approach will be utilized throughout the design, build, and delivery of solutions for the implementation of the program.

Quality Control

Verra Mobility will establish and implement a Quality Control (QC) system as part of our Quality Management Plan (QMP) to assure that the work quality meets or exceeds the contract requirements. The QMP will provide a comprehensive description of the planning, monitoring, and reporting program that we will implement to ensure and document the quality of our work and will be submitted as part of our overall PMP.

We will engage QC staff, who are independent of production staff, to fulfill the requirements of this contract. QC involves responsibilities of both Verra Mobility and the City to ensure that goals for project quality will be met. This is especially critical during the equipment testing and calibration, operation of the equipment, license plate data acquisition, accuracy in mailing of notices, and exchange of data with critical systems maintained by other state agencies.

We view Quality Control as separate and distinct from Quality Assurance in the following ways:

- QC is the inspection phase of quality assurance. It is a series of test procedures used to verify that a product is safe and effective after mass production.
- QC is reactive and exists to identify defects in the quality of products after they have happened.
- QC involves the testing of products to ensure they meet standards for safety and efficacy. If QC testing uncovers quality issues, it will result in reactive steps to prevent an unsafe product from being shipped and distributed.

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- QC is product-oriented and focused on identifying quality issues in manufactured products that could affect customer satisfaction.
- QC involves verification of products post-manufacture and before distribution.
- QC is generally the responsibility of certain personnel within the organization whose duties include following Standard Operating Procedures (SOP) for product testing. QC staff follow SOPs for quality control and document their findings based on standardized procedures for product testing and process validation.
- QC efforts are also be focused on parts used to create the final product, such as raw materials from a supplier.

Quality Organization and Personnel

Verra Mobility will take the lead role in ensuring the quality of the work meets or exceeds the contract requirements. This lead role is a core principle of our daily operations and overall approach to our projects. We will furnish all QC staff, facilities, and resources necessary to fulfill the requirements of the contract. Our QC staff will be adequate for the size and complexity of the project to ensure that the compliance of the work can be proven through QC documentation and testing results.

A complete description of the organization and personnel that will be used to ensure QC will be delineated in our QMP.

Quality Interface Approach

Verra Mobility has a proven approach to quality interface between design development and implementing, operating, and maintaining our systems. We will ensure the school speed camera program is functioning in conformance with contract requirements without the need for the City's intervention. We will develop, implement, and maintain a comprehensive quality monitoring program (QMP) tailored to the complexity and scope of the work. The QMP will describe all QC procedures of all parties involved (Verra Mobility, subcontractors, producers, fabricators, manufacturers, etc.) with the design and implementation of the program. Successful QC will be a condition of the acceptance of the work.

QC procedures may include:

- Batch inspection
- Product sampling
- Validation testing
- Laboratory testing
- Software testing

Quality Control Personnel Roles and Responsibilities

The QC function maintains independence from individual project functions by possessing a direct reporting relationship to the Quality Control Administrator (QCA). This structure protects the independence and objectivity of QC personnel and provides assurance of high

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quality, professional products and services. The QCA will be responsible for the development of the final QMP that will be used to identify roles and responsibilities.

The role of the QC personnel is to assist the technical staff in continuously improving the quality of work products and services. The QCA is responsible for facilitating the establishment of the processes and procedures that project team members follow as they perform their day-to-day activities. The QCA will perform periodic inspections and audits to ensure compliance with established policies and procedures.

QC personnel will be involved throughout the life of the project. To ensure that QC activities are identified and that time is allotted for QC activities, funding for the QC will be planned for in the task hours of the final project schedule and included in the cost structure for the project.

Design Management

Integrating Design Development with Procurement and Deployment Activities

Verra Mobility will be responsible for designing, implementing, operating, and maintaining the program. We will be responsible for completing the preliminary design, final design, development, land testing, as well as operations and maintenance work. We will develop the necessary design documents to include but not limited to:

1. Preliminary Design Document
2. Detailed Design Document
3. Requirements Traceability Matrix
4. Data Schema and Dictionary
5. Reports
6. Test Plans

Our design management process integrates the design development with the procurement and deployment activities.

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Tab 9. Sub-Contracting Submittals.

"Tab 9. Sub-Contracting Submittals. No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City. In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer."

While most of our services are performed by our in-house team of skilled professionals, we occasionally engage contractors to ensure localized support and expertise for specific projects. Rest assured that Verra Mobility maintains strict quality control measures and oversight to guarantee that all work, whether conducted in-house or by our subcontractor partners, meets our high standards of excellence and professionalism.

[redacted]

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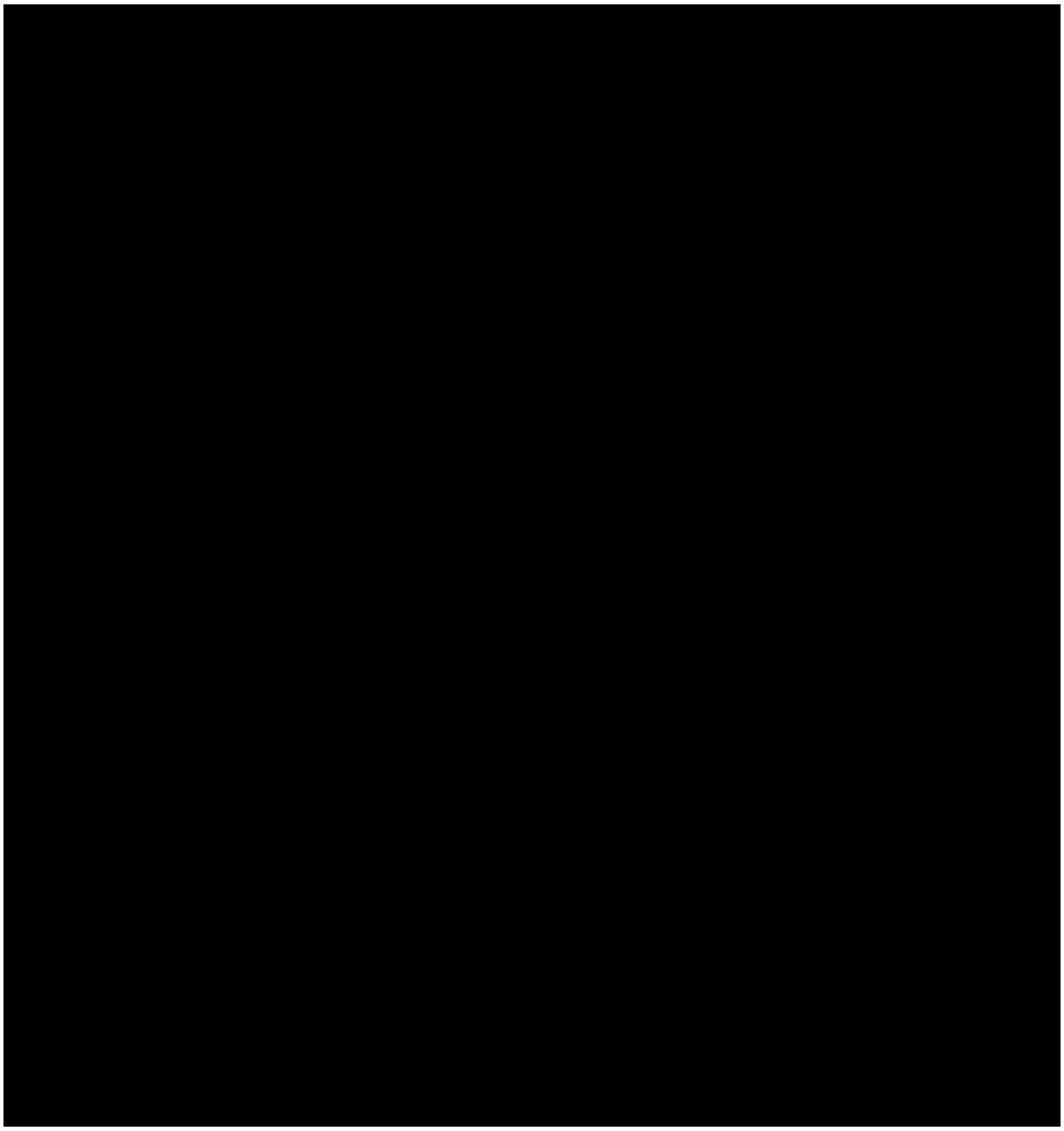
The names of each of our subcontractors[7] is included in the table below, followed by a full description of each firm.



[7] Please note that the subcontractors we have listed in our proposal are based on area of expertise, experience, and availability at the time of submittal of our proposal. In the event Verra Mobility enters into an agreement with the City for the program described in our proposal, if there are changes to the subcontractors listed, Verra Mobility will comply with the contractual requirements related to changing subcontractors.

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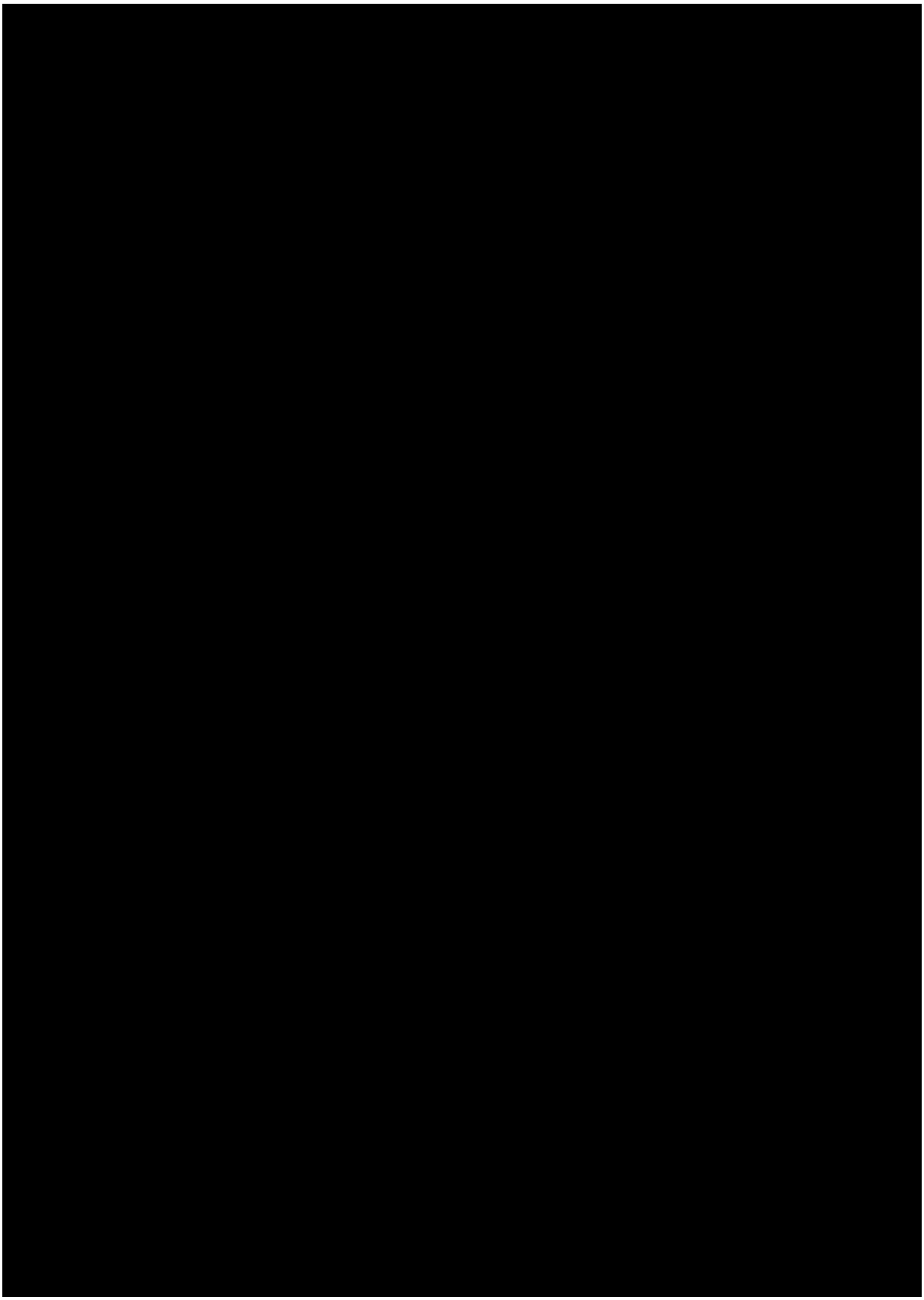

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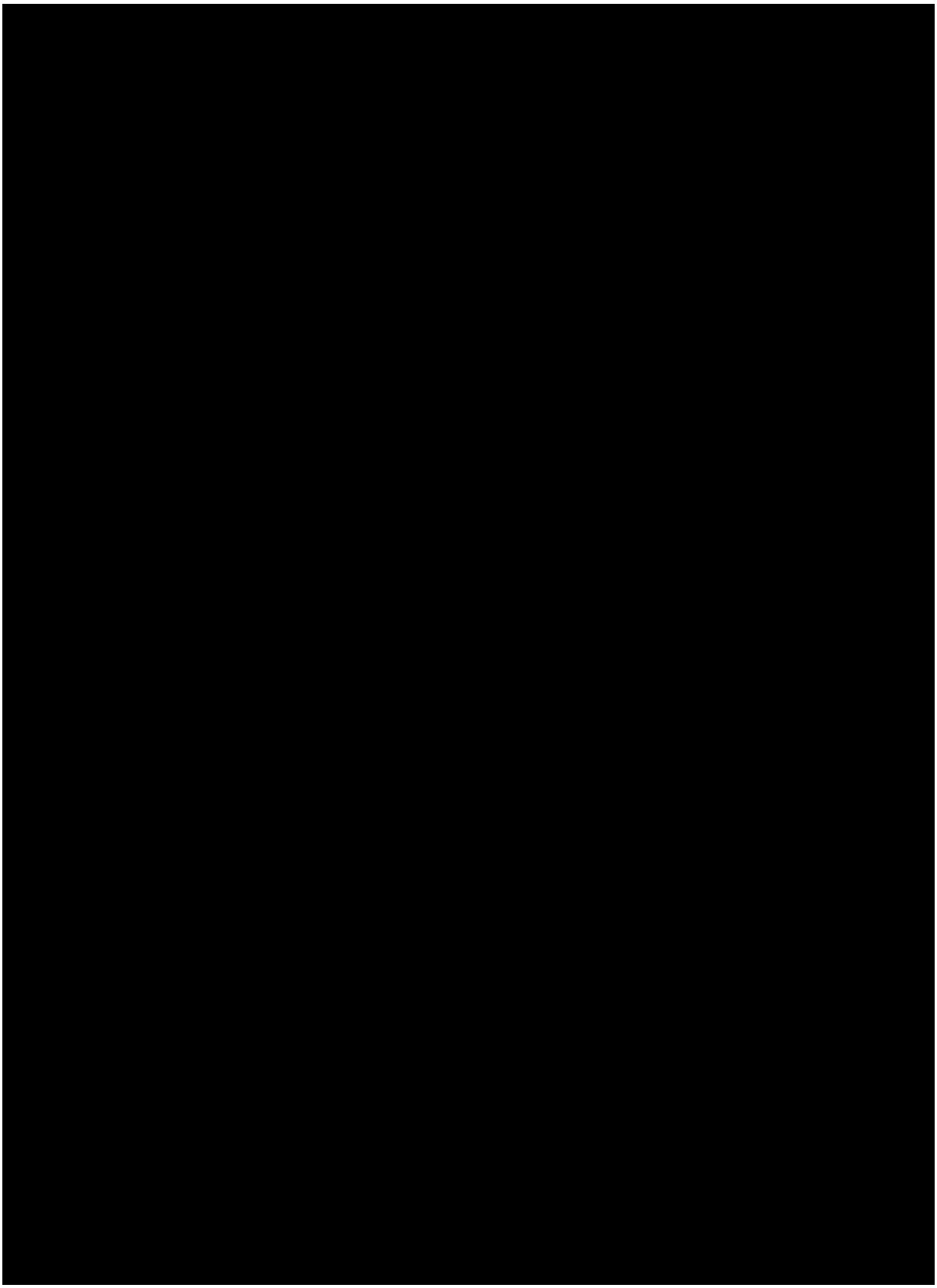

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Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: **24-P-00227** Contract Name: **AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, RFP #61122923**
Company Name: American Traffic Solutions, Inc. dba Verra Mobility Address: 1150 N Alma School Road Mesa, Arizona 85201
Federal ID: 48-1114931 Phone: 480.443.7000 Fax: 480.596.4501 Email: Placido.Diaz@verramobility.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.
[ ] No Firms were contacted or solicited for this contract.
[ ] No Firms were contacted because: _____
[x] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses
NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
[redacted]					

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

Signed: _____ Name/Title: Jonathan Baldwin, Executive Vice President, Government Solutions Date: 4/11/2024

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive
Forms must be included with Proposal
MBD 10 rev./effective 02/2016

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
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Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.
[ ] No Firms were contacted or solicited for this contract.
[ ] No Firms were contacted because:
[x] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses
NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
[redacted]					

Responsive
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

Signed: _____ Name/Title: Jonathan Baldwin, Executive Vice President, Government Solutions Date: 4/11/2024

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive
Forms must be included with Proposal
MBD 10 rev./effective 02/2016

Page 2 of 4 – DMI Solicited/Utilized
Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form
(Form MBD-10)

This form must be submitted with all proposals. **All** subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **"S" = SLBE, "W" = WMBE.** Enter "**S**" for firms Certified by the City as Small Local Business Enterprises and/or "**W**" for firms Certified by the City as either Women/Minority Business Enterprise; **"O" = Non-certified others**.
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka "National Institute of Governmental Purchasing" are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- Q**uote or Resp. (response) Rec'd (received) Y/N**. Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.: **24-P-00227** Contract Name: **AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, RFP #61122923**

Company Name: American Traffic Solutions, Inc dba Verra Mobility Address: 1150 North Alma School Road Mesa, Arizona 85201

Federal ID: 48-1114931 Phone: 480.443.7000 Fax: 480.596.4501 Email: Placido.Diaz@verramobility.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[x] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.

[ ] No Firms are listed to be utilized because:

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S=SLBE W=WMBE O=Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
[redacted]					

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: _____ Name/Title: Jonathan Baldwin, Executive Vice President, Government Solutions Date: 4/11/2024

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Forms must be included with Proposal.

MBD 20 rev./effective 02/2016

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.: **24-P-00227** Contract Name: **AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, RFP #61122923**

Company Name: American Traffic Solutions, Inc. dba Verra Mobility Address: 1150 N Alma School Road Mesa, Arizona 85201

Federal ID: 48-1114931 Phone: 480.443.7000 Fax: 480.596.4501 Email: Placido.Diaz@verramobility.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[x] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.

[ ] No Firms are listed to be utilized because:

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S=SLBE W=WMBE O=Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
[redacted]					

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: _____ Name/Title: Jonathan Baldwin, Executive Vice President, Government Solutions Date: 4/11/2024

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Forms must be included with Proposal.

MBD 20 rev./effective 02/2016

Page 4 of 4 DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form

(Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **"S" = SLBE, "W" = WMBE.** Enter "**S**" for firms Certified by the City as Small Local Business Enterprises and/or "**W**" for firms Certified by the City as Women/Minority Business Enterprise; **"O" = Non-certified others**.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at http:/www.tampagov.net/mbd "Information Resources".
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

Tab 10. Compensation.

Please note that all compensation/pricing information has uploaded separately to the "Cost Proposal" portion of the City's GetAll platform in accordance with RFP instructions (Section 14.2).

Tab 11. Proposer's Affidavit.

Please note our completed Proposer Affidavit has been uploaded separately to the "Solicitation Submittal(s)" portion of the City's GetAll platform in accordance with RFP instructions (Section 14.2).

Tab 12. Proposal Signature Form.

Please note our completed Proposer Signature Form has been completed and uploaded separately to the "Solicitation Submittal(s)" portion of the City's GetAll platform in accordance with RFP instructions (Section 14.2).

Tab 13. Documentation.

Please note our Documentation for Tab 13 Proposer's Criminal History Screening Practices has been completed and uploaded separately to the "Solicitation Submittal(s)" portion of the City's GetAll platform in accordance with RFP instructions (Section 14.2).

Tab 14. Exceptions to RFP.

Please note that our Exceptions to the RFP has been uploaded as a part of the "Solicitation Submittal" portion of the City's GetAll platform.

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Appendices

Appendix 1 - Example School Zone Speed Study

The study is included on the following pages.

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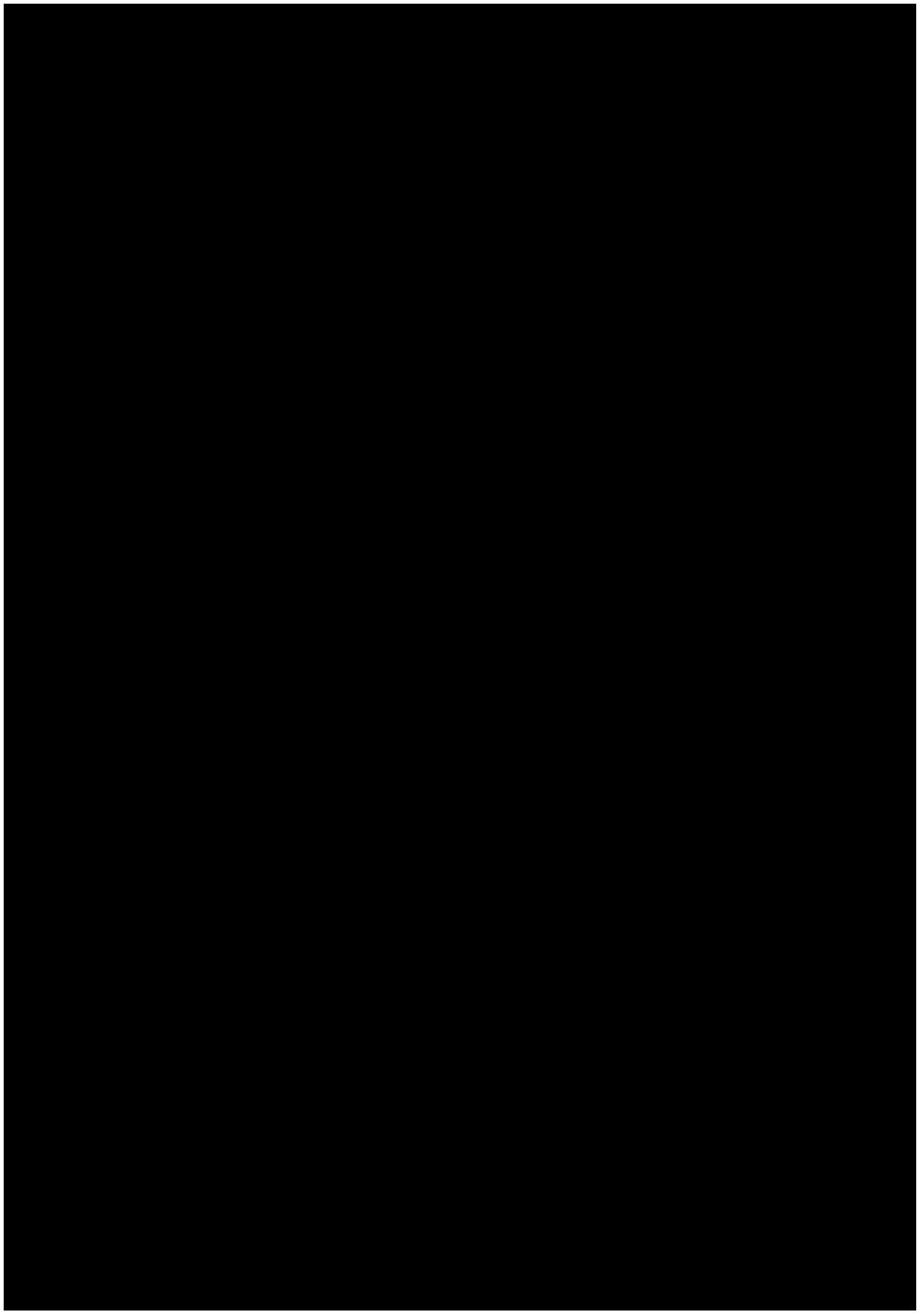

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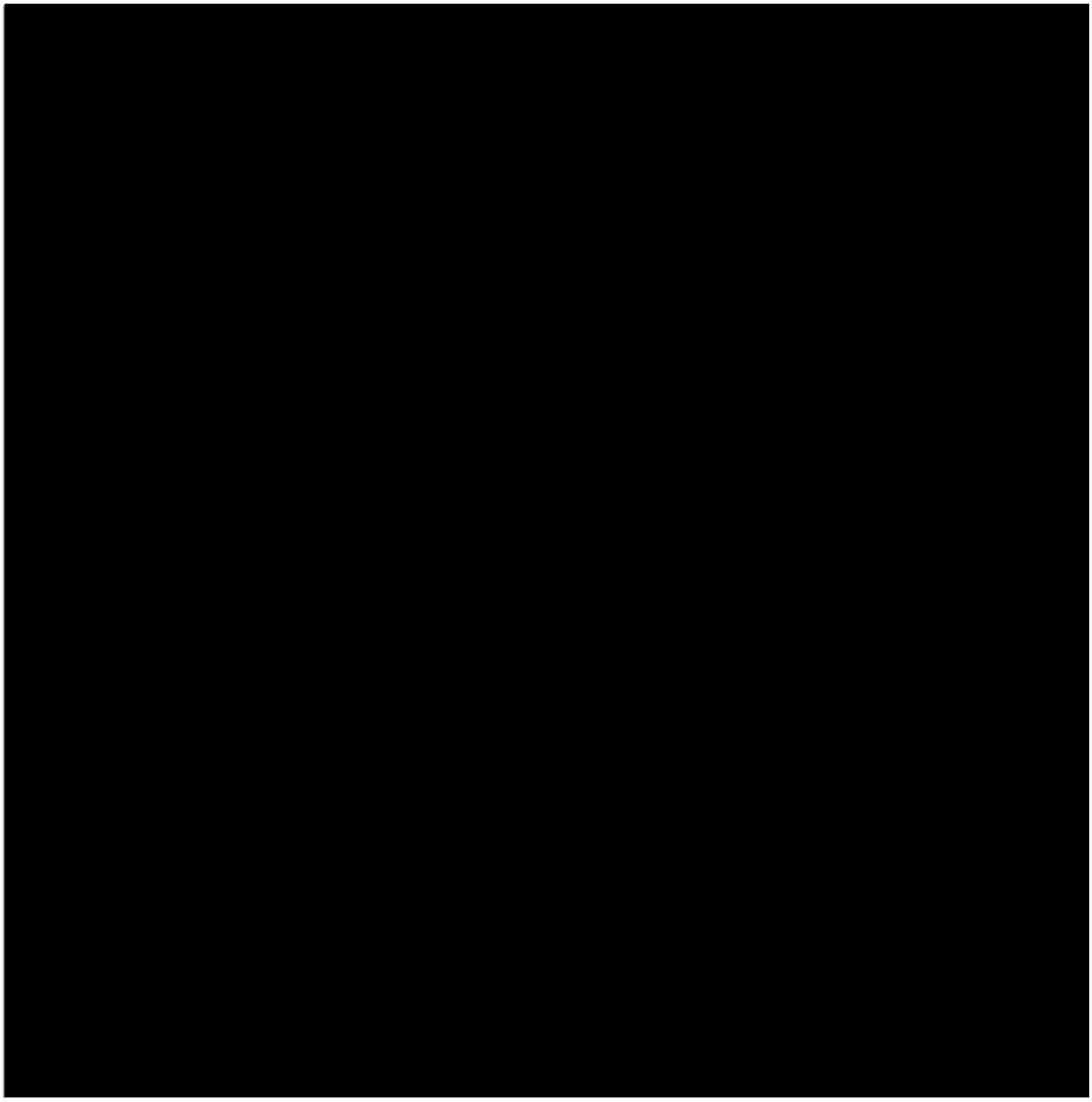

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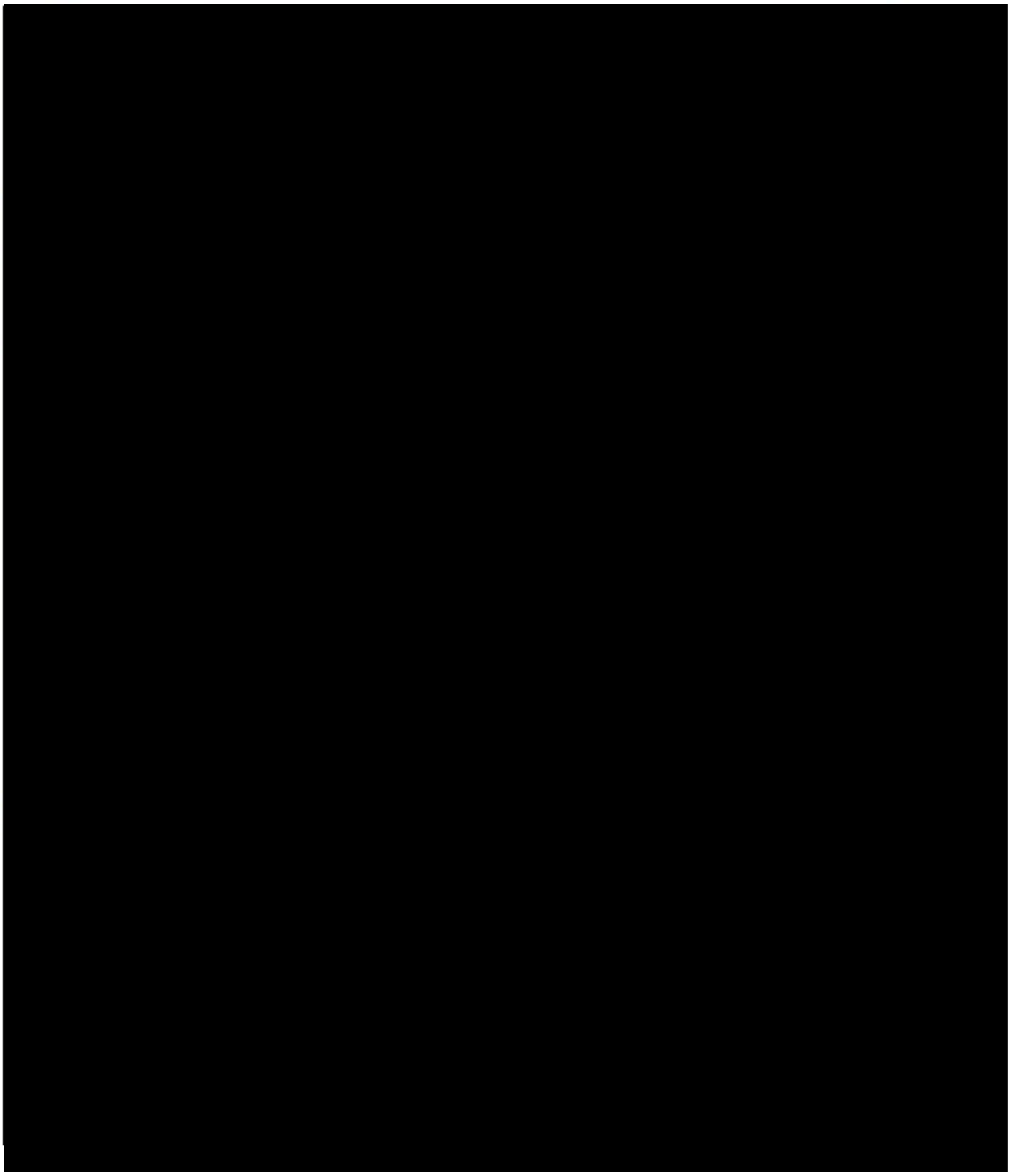

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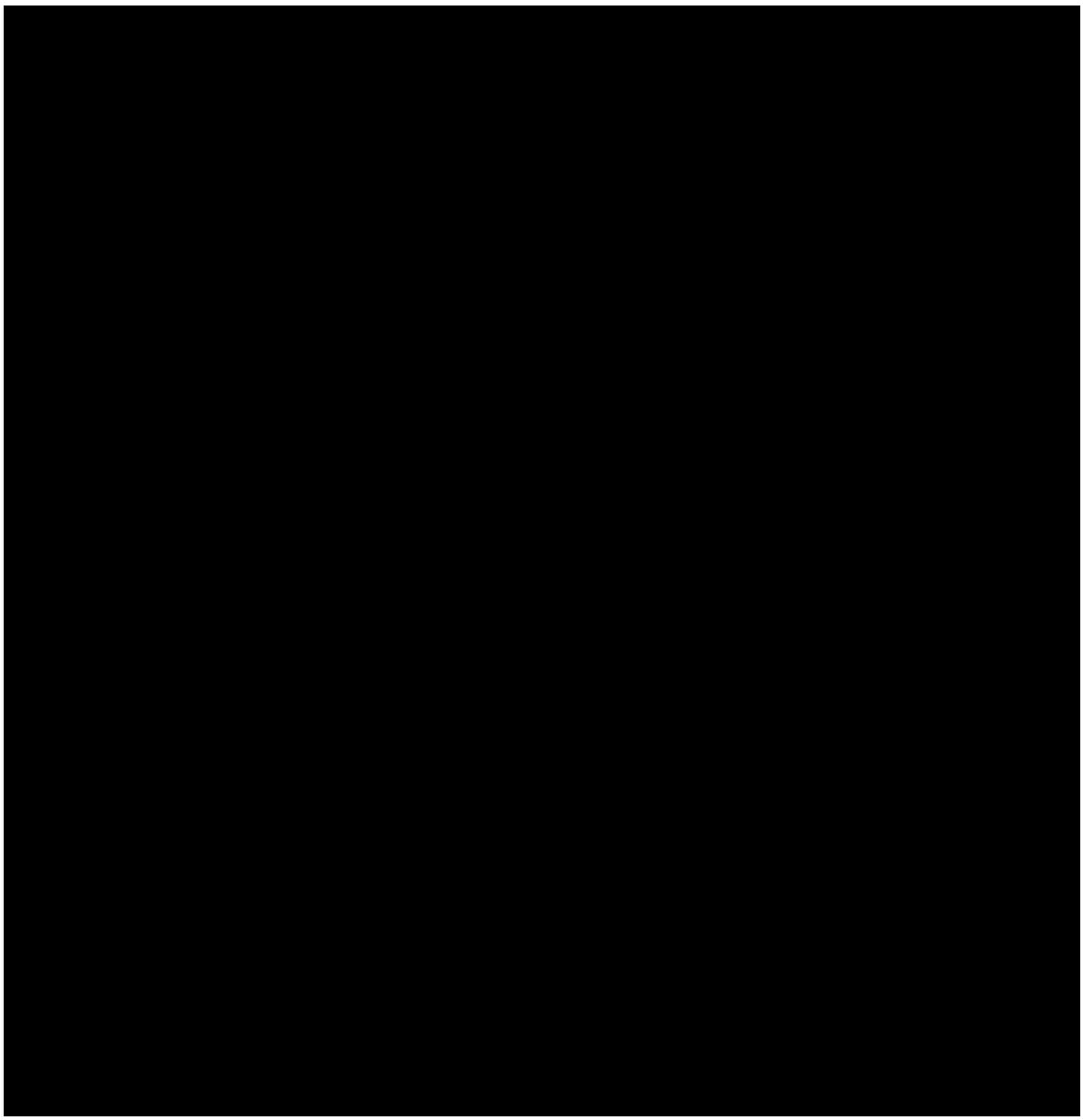

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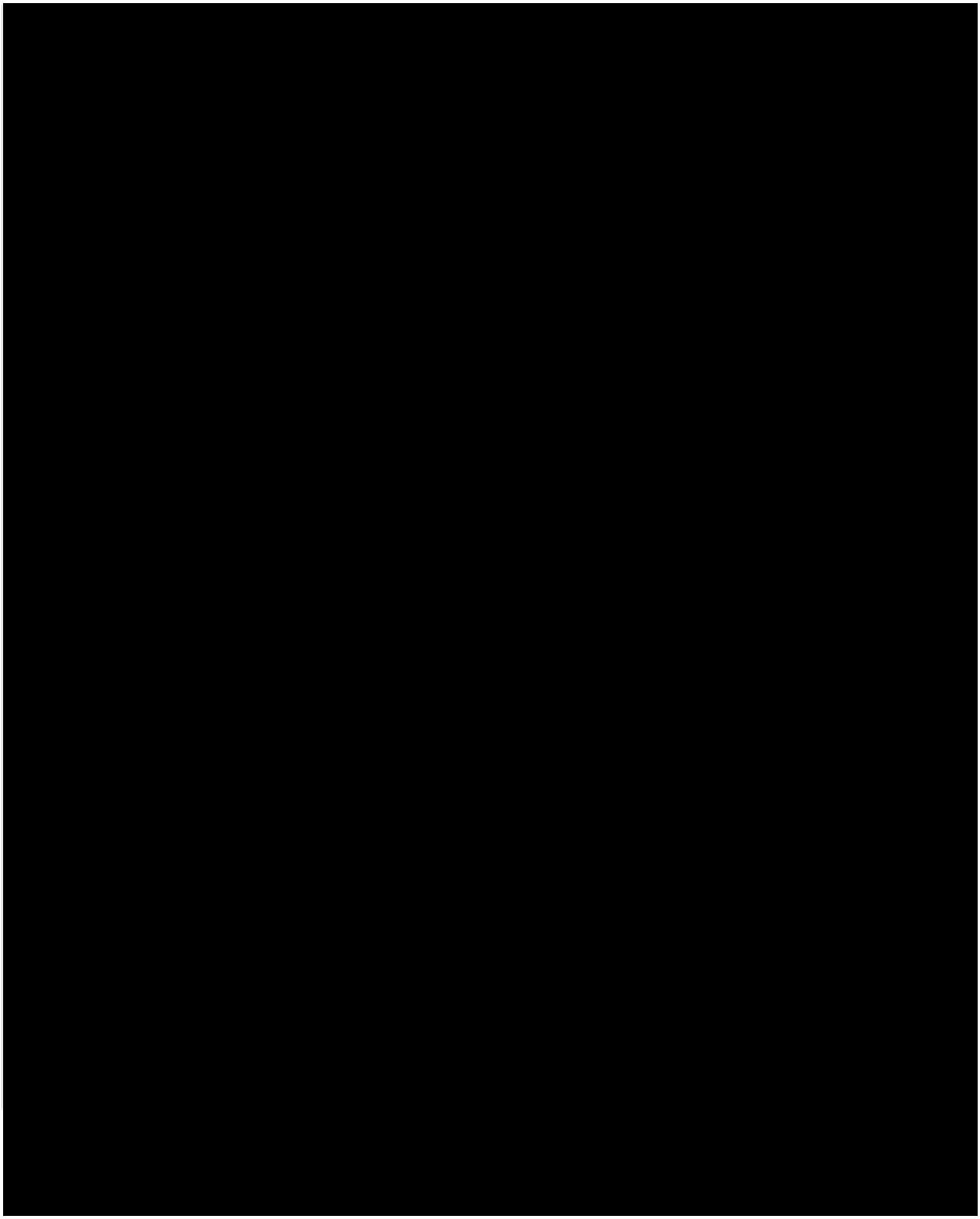

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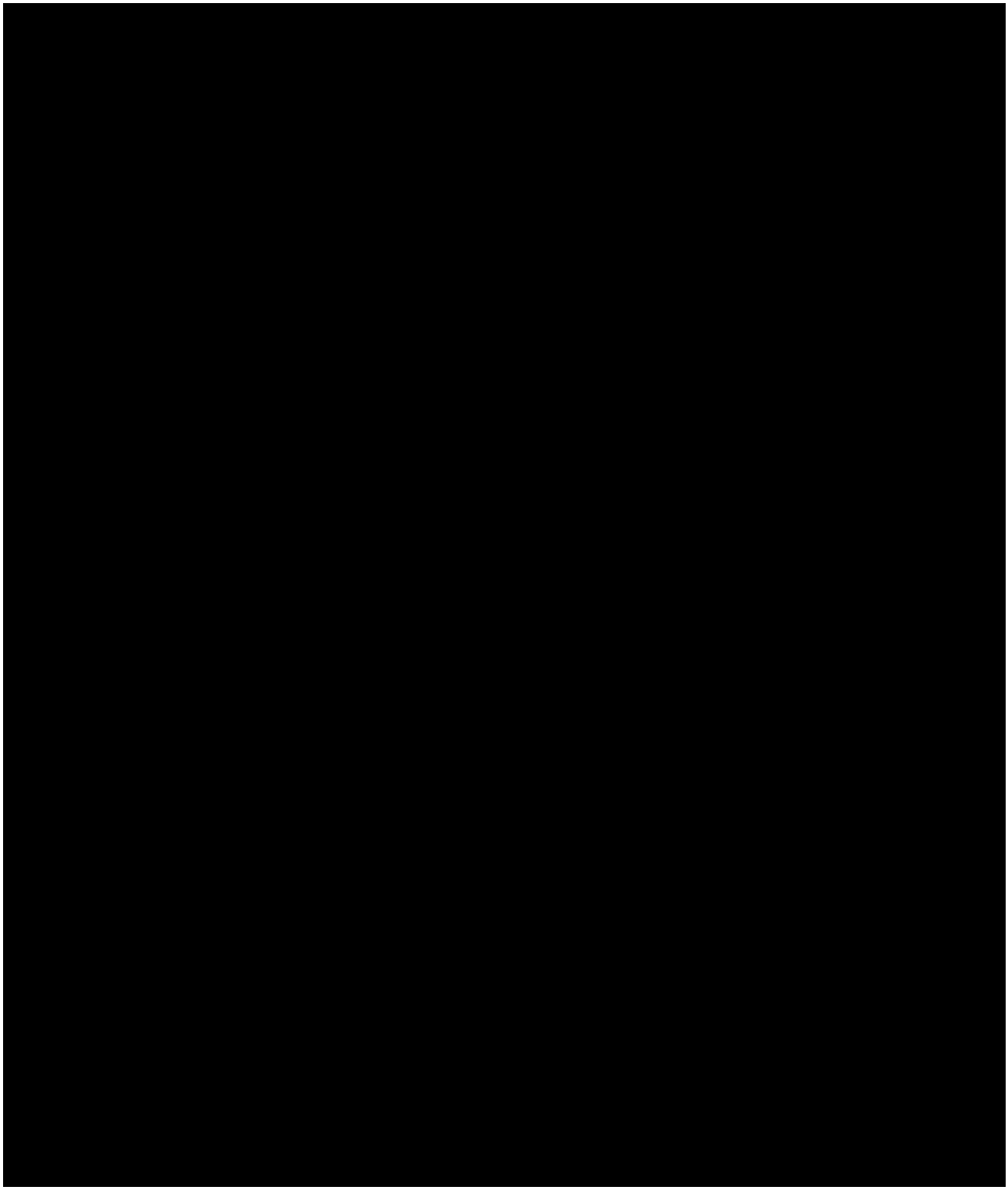
Appendix 2 – Sample Training Materials



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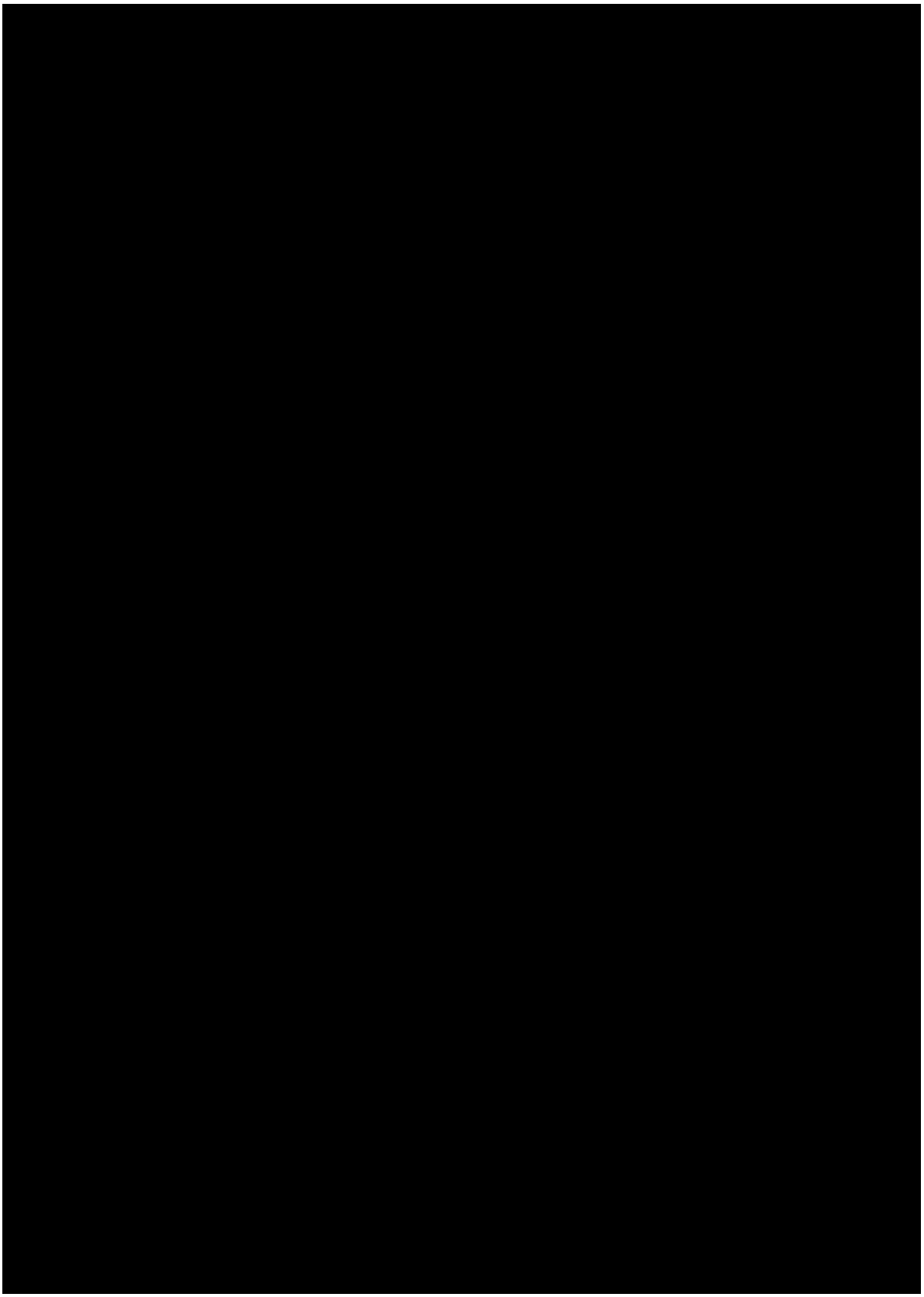

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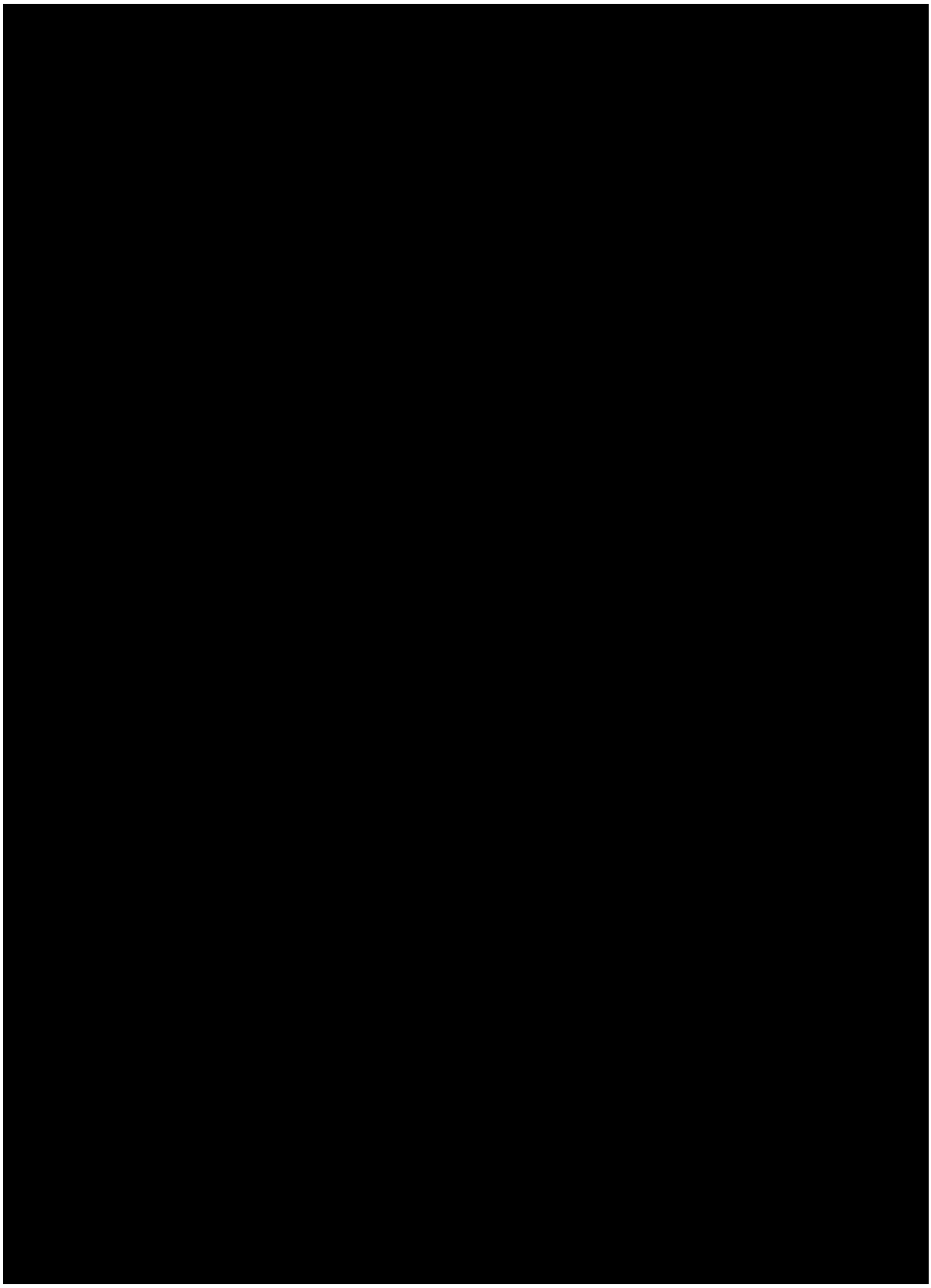

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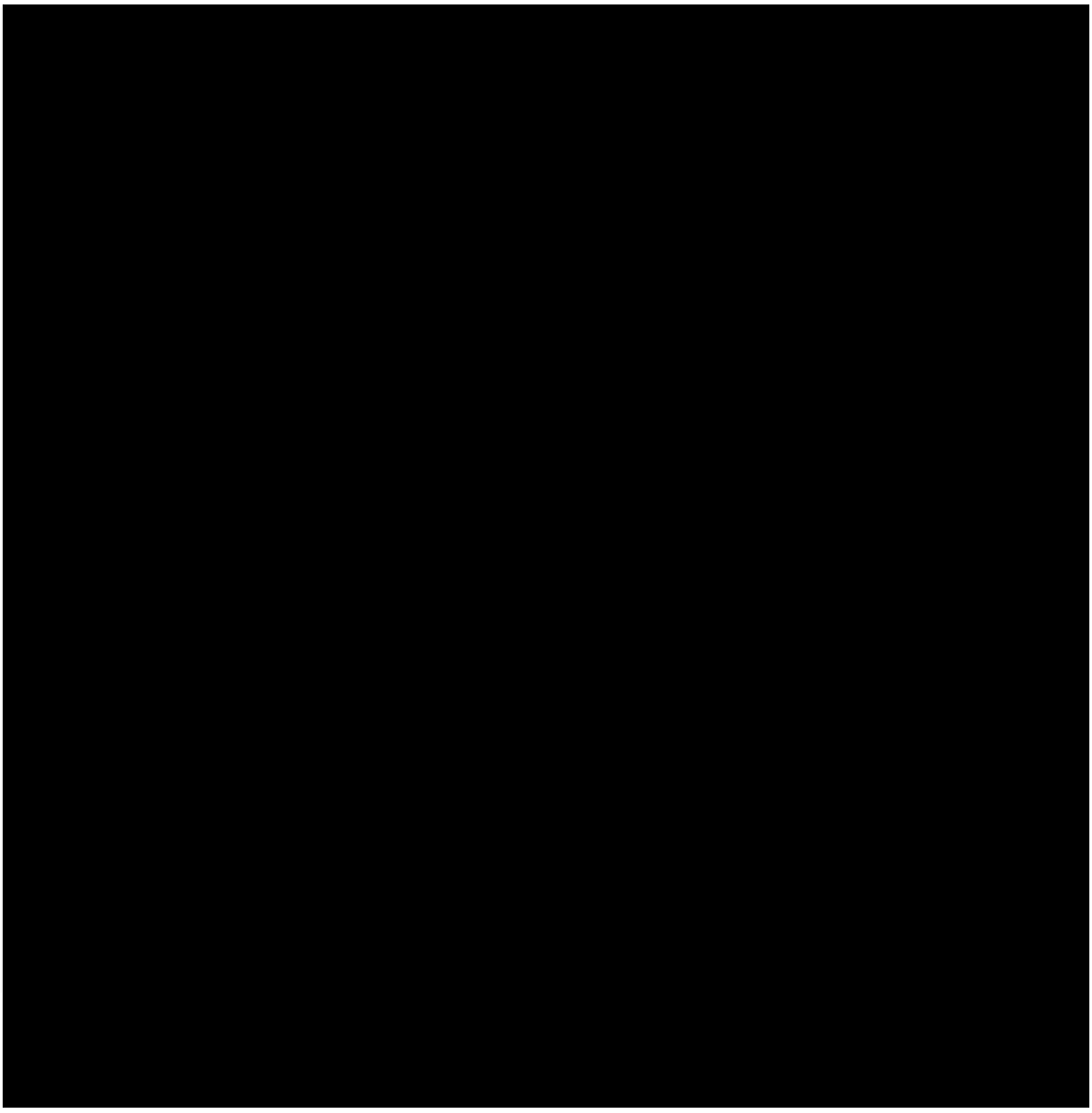
Appendix 3 – Accuracy Study/Documentation



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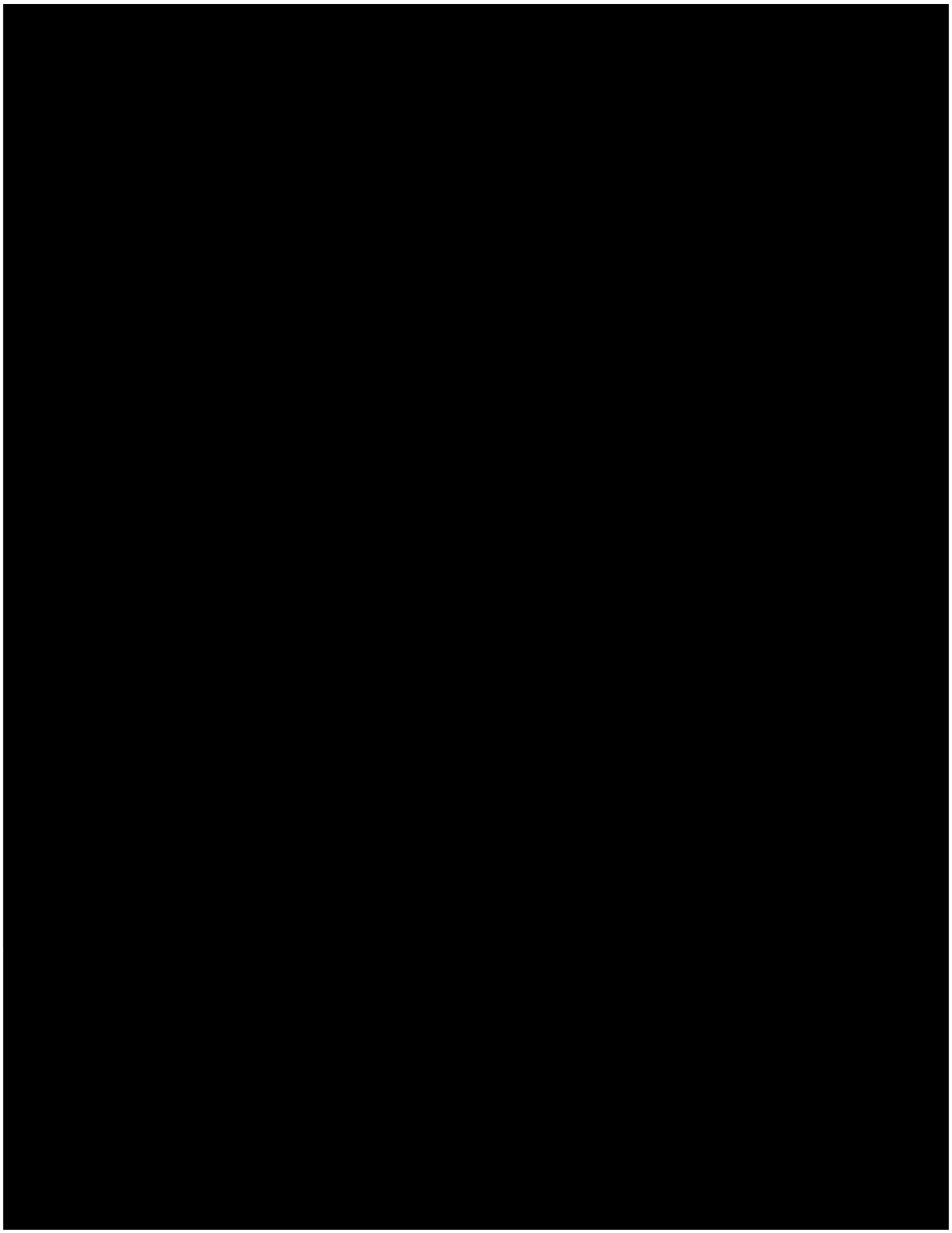

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City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, Director
2555 East Hanna Ave
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

MARCH 7, 2024

REQUEST FOR PROPOSALS (RFP)

Sealed proposals for **AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, RFP #61122923** will be received by the Director of Purchasing, City of Tampa, until **3:00 PM APRIL 5, 2024**; then to be opened.

A **PRE-PROPOSAL CONFERENCE** will be held at **10:00 AM, MARCH 22, 2024,** the Purchasing Department, 2nd Floor, 2555 East Hanna Avenue, Tampa Florida 33610 to discuss the above referenced subject. The purpose of this conference is to answer questions that may arise from the RFP documents. PLEASE BRING A COPY OF THE RFP TO THE PRE-PROPOSAL CONFERENCE.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at https://tampagov.net/ADARequest "Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

Attached are important instructions and specifications regarding responses to this Request for Proposals. Failure to follow these instructions may result in Proposer's disqualification.

Questions regarding Vendor Registration, accessing RFP documents or submission assistance within the GetAll system shall be emailed to support@getall.com. Reference RFP # and name in email subject line. Questions pertaining to the RFP document/specifications will be accepted up to ten days prior to the scheduled opening date and time and shall be submitted within the GetAll system. Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Proposals shall be accepted no later than the time and date specified above. The RFP Opening shall be thereafter and published on GETALL. All proposals received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, telephone, email or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the GETALL system. **No file shall have a special character**. No proposal may be withdrawn or modified after the time fixed for the opening of proposals.

Electronic submittals shall be performed in the GetAll system via link https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=61122923&d=04/05/2024 **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Proposer submit their documents with adequate time allowed prior to the deadline. Proposer** shall receive an email confirmation of their proposal submittal after clicking on the Confirm Bid button in the GetAll system. **The Proposer shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time will not be considered.**

INSTRUCTIONS TO PROPOSERS

City of Tampa solicitations are issued electronically via GetAll's system. Obtaining solicitations through GetAll will ensure that proposers will have the following capabilities: receipt of solicitation documents electronically, track the status of solicitation award activity, receive addenda, receive the results of solicitation awards and view plans and blueprints online electronically. Proposers who obtain specifications and plans from sources other than GetAll are cautioned that the solicitation packages may be incomplete. The City will not accept incomplete proposals. Contact GetAll at support@getall.com for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any solicitation documents, plans, or specifications from the GetAll system. GetAll has no affiliation with the City of Tampa other than as a service that facilitates communication and solicitation submittals between the City and its proposers. GetAll is an independent entity and is not an agent or representative of the City. Communications to GetAll does not constitute communications to the City. Contact GetAll at support@getall.com for more information.

Proposers discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFP, shall immediately notify the City of such error in writing and request modification or clarification of the RFP within the GetAll system. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who received an original RFP from GetAll (those who are on the Plan Holders List). Addenda will be posted and disseminated by GetAll at least five business days prior to this RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the offer or it shall be deemed waived.

Tabulations (results) will be posted in the GetAll system and made available to proposers after the scheduled public opening of the sealed proposals.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Proposer is expected to carefully examine the entire solicitation package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Proposer's risk.**

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ATTACHMENT A.	PROPOSAL SUBMITTAL CHECK LIST
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ATTACHMENT C.	CONFLICT OF INTEREST DISCLOSURE FORM
ATTACHMENT D.	GOVERNMENT PURCHASING COUNCIL (GPC) LISTINGS

1. INTRODUCTION

The City of Tampa ("City") is soliciting proposals from qualified service providers to provide Automated Speed Detection School Zone Safety Enforcement, specifically a photo speed capture system, to include all processing, mailing, and backend management services. The service provider will provide and place or install automated school zone speed detection safety camera system equipment on designated roads/school zones within the City of Tampa. The service provider will work with the City of Tampa to deploy speed detection systems at approved school zone locations and will provide traffic/location studies of future locations as requested by the City in a manner approved by the City.

After initial locations for the program are deployed in accordance with an Ordinance passed by the City identifying the approved school zone speed detection system locations, additional locations may be determined by the City during the term of the contract with the assistance of traffic/location studies and/or other data provided by the contracted service provider which establishes a heightened safety risks at a school zone. The aforementioned speed detection system, including any preliminary and/or future traffic/location studies, certificate approvals, system training, camera and installation, proper signage and installation, notices, mailings, back-office processing of violations, support services, customer service, hardware or software upgrades, and any system maintenance, will be cost-neutral to the City of Tampa.

All equipment and the materials for violation processing shall be obtained, installed and maintained according to Federal, State, and Local Laws. The contracted service provider shall include all hardware, software, installation, maintenance, operation, and all back-office processing of violations as specified herein. The contracted service provider shall provide all customer service support to include monitored phone and e-mail in order to answer customer questions.

Tampa Police Department officers will review all potential violations that meet specified criteria and make the final determination as to whether or not a violation exists. Upon determination that a violation exists, a Notice of Violation will be issued to the registered owner of the vehicle. Failure to request a hearing, submit an affidavit, or pay the violation will result in a citation being issued.

2. DEFINITIONS

"Citation" means a "Uniform Traffic Citation (UTC)". A citation shall include all required information as provided under Florida Statute sections 316.1896 and 316.650 and be sent in the manner and within the time frame provided.

"Notice of Violation (NOV)" means a notice issued to the registered owner or co-owner of a motor vehicle for a violation, or to the person properly identified in an affidavit as having care, custody, or control of the motor vehicle at the time of the violation. A Notice of Violation shall include all required information as provided under Florida Statute section 316.1896 and be sent in the manner and within the time frame provided.

"Speed detection system (SDS)" shall mean the same thing as provided under Florida Statute Sections 316.008 and 316.1906 and means a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. The City however is seeking an SDS that captures both photo and video. A speed detection system is exempt from the design requirements for radar or LiDAR units established by the Florida Department of Highway Safety and Motor Vehicles. A speed detection system must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at least once every 30 days. Unless otherwise agreed to be completed by Tampa Police Department in writing, the Successful Proposer shall maintain a log of the results of the system's self-tests and shall also perform an independent calibration test on the speed detection system at least every 12 months. These shall be provided monthly to the Tampa Police Department for use in any hearing as authorized under Florida Statute Section 316.1906.

"Violation" means a violation of Florida Statute Sections 316.1895 or 316.183, as may be amended, as authorized under Florida Statute Section 316.008(9).

3. GOAL

The goal of the City of Tampa School Zone Safety Enforcement Program ("the Program") is to significantly increase safety through awareness and enforcement of speed limits within City school speed zones through automated speed enforcement of those limits. In accordance with chapter 2023-174, Laws of Florida, the system will monitor, detect, and record speed violations within designated school zones, thereby increasing vehicle and or pedestrian safety. This program supports the City of Tampa's goal to eliminate fatalities and life-altering injuries on our roadway network by implementing key recommendations of the City's Vision Zero Action Plan by prioritizing safety near schools.

4. OBJECTIVES

The City desires to increase safety around school zones through use of speed detection systems as defined in section 163.003(83), Florida Statutes. The City seeks proposals which establish the experience, capabilities, customer service and support, and data driven analysis and reports studying the impacts of present and future speed zone roadway sites.

The City seeks assurance of a proven track record for the proposed services; high degree of dependability, reliability, and accuracy; cost effectiveness; responsiveness; and financial solvency. Emphasis should be placed on the completeness of services offered and the clarity of content. This Request for Proposal ("RFP") intends to select a solution provider that delivers the best overall value to the Tampa Police Department and the City of Tampa, considering the evaluation factors in this RFP.

5. PROJECT REQUIREMENTS

Proposer is to submit written proposals presenting the proposer's qualifications and understanding of the services provided. Specifically, the proposer should provide thorough responses to ensure the proposer fully understands and can implement chapter 2023-174, Laws of Florida. The proposer's submission should provide all the information that it considers pertinent to its qualifications, and which responds to the specifications and evaluation criteria listed herein.

Successful Proposer shall provide and install all equipment including, without limitation, poles, cabinets and related operational equipment at the selected school speed zone locations in compliance with all state, federal and local regulations. The Successful Proposer will be responsible for all permits (including FDOT for state road right of ways within the City), site design, construction, installation and maintenance of the equipment. The Successful Proposer will be required to provide appropriate signage for all intersection approaches. Successful Proposer will be required to have separate electrical meters for all equipment on all roadways at its own expense. Successful Proposer assumes all risk for direct or indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, or operation under the contracted work, until acceptance of the work by the City.

Successful Proposer agrees that prior to the expiration of the agreement/contract to deliver to the City all data required by the City to continue processing outstanding violations and data owned by the City under the agreement/contract. The data must be provided in a format that is usable by the City. If data is in a proprietary format the successful Proposer must provide the software necessary to view, extract and utilize the data.

The following items are required for the project and the Proposer must provide details on their proposed solution to meet the following requirements:

5.1 Speed detection technology to include:

Calibration Method;
Ability to perform self-tests;
Documentation of proper operation on a scheduled basis; and
Evidential documentation on a citation indicating the vehicle being cited for speeding is the vehicle captured by the speed detection system.

5.1.1 Explain why the Proposer's speed detection technology is the best solution for the City.

5.1.2 Provide a list, with photos and dimensions, of all major equipment for the SDS (cameras, flash or lighting units, cabinets that will be installed under this contract (including generally what the cabinets contain), that will be installed. Strong preference will be given to SDS that do not require additional cabinetry aside from that which houses the cameras. All SDS must be non-intrusive to roadway or transportation signal cabinetry. Only equipment that is fully operational at the date/time proposals are accepted will be considered as part of this contract award. No prototype equipment or equipment not currently in operation will be accepted.

5.1.3 Does the SDS at any time photograph or image the driver of the vehicle?

5.1.4 The SDS must provide at least two (2) digital color still images of each violating event. The images must be taken so that the rear of the vehicle and license plate are captured. The first image shall capture the vehicle within the area of the designated school speed zone at the time of the speed capture. The second image shall depict a close up of the license plate.

5.1.5 The camera system shall record data pertinent to each violation at the time of capture.

5.1.6 The SDS should be capable of monitoring up to four (4) traffic lanes at once. Describe the SDS ability to accurately capture violations at approaches with up to four (4) lanes in one direction.

5.2 Traffic/location studies in an effort to determine the need for additional automated speed enforcement cameras within school zone roadways. Please provide examples.

5.3 Enforcement of applicable speed limits on a roadway properly maintained as a school zone in accordance with Florida State Statute section 316.008(9)(a).

5.4 Collecting, aggregating, and comparing all traffic data in school speed zones in such a manner that traffic studies can be conducted in near real time.

5.5 Initial public notice documents/media for the purposes of public education in cooperation with the City of Tampa, the Hillsborough School District and the Tampa Police Department. The agency's goal is to encourage traffic safety and increase public knowledge of school speed zone enforcement systems including increasing awareness of the dangers associated with speed through these areas.

5.6 Public information and education plan in detail, including outreach efforts to the community and the goals the effort deems to achieve in compliance with section 316.0776, Florida Statutes.

5.7 The timeline of a public information and education plan for the first year of an automated school zone enforcement program.

5.8 The stakeholders included in the public information and education plan and how each is utilized to communicate with communities within the City of Tampa, including presentations at public meetings.

5.9 Examples of public information and education documents/media distributed under current/past programs, including:

-Press release samples;
-Internet-based correspondence; and
-Documents distributed by stakeholders.

5.10 The programmatic success rate of current/previous programs and how such success is defined.

5.11 Technology/methods for determining and providing documentation that flashers were flashing during the reduced speed zone times as required by law when enforcement is being conducted. Such documentation shall be sufficient for evidentiary purposes.

5.12 Method for validating the existence and function of flashers in each school zone and the project plans implemented for providing maximum driver visibility and warning of entering into a school zone.

5.13 The proper permitting, installation, initial testing, and ongoing maintenance of systems and components thereof including warning signs, signals, speed measurement and/or any additional components. Prior to installation, the system components shall be approved and permitted/authorized by the Florida Department of Transportation (FDOT). All placement or installation of speed detection cameras must be done in compliance with Florida Statute section 316.0776 and all applicable Florida Statutes, and all Tampa City Code requirements. System components will be installed and maintained so as not to interfere with the operation of traffic control devices except where modifications to existing equipment is necessary to comply with law and or other approved design requirements. Interference or damage to any City, County, State or private party equipment and/or infrastructure will be at Service Provider's expense.

5.14 The speed enforcement signs and how they are implemented in the program.

5.14.1 Description of how the SDS and other processes will be established to ensure the SDS captures and how a capture is screened to ensure only violations during the authorized period of times within a designated school zone for excess speed are issued NOV's.

5.15 The process used to review all violations for validity and process the data for events that meet specified criteria (Business Rule Qualifications) prior to providing access to alleged violation events via secure web site to the Tampa Police Department for review, determination of violation, and issuance of Notices of Violation and Uniform Traffic Citations. Please provide examples of Notice of Violation and citation processing software images.

5.16 The storage of all data captured by a speed detection system to include the amount of data capable of being stored, data retention, and full description of access to the data and backup systems used to ensure the preservation of all data captured by the speed detection system, whether or not the data includes a capture of a violation.

5.17 Samples of all notices, letters and correspondence sent to customers, Department of Highway Safety and Motor Vehicles or others in processing and administering the school speed zone safety program.

5.17.1 Successful Proposer shall provide sufficient and trained staffing to open, count, batch, log, review and process correspondence letters received each day. It is the City's desire that a minimum of 90% of all correspondence be processed within one business day of receipt, with the remaining correspondence processed the following business day.

5.17.2 Successful Proposer shall provide a correspondence imaging system that ensures all correspondence received is electronically scanned and available for customer service staff and City.

5.17.3 Proposer shall describe methodology and detail advantages for handling, processing and tracking incoming correspondence.

5.18 Identifying the registered owner of a vehicle.

5.19 Providing and handling affidavits as allowed by law alleging another person was driving the vehicle at the time.

5.20 Providing and posting signage as required under s. 316.0776, Florida Statutes.

5.21 Assisting with public announcement campaign as required under s. 316.0776, Florida Statutes.

5.22 A time delay system between when event is witnessed, and when it is processed, in such a way that no event is processed inadvertently due to external factors that may impact zone enforcement (e.g., weather conditions, unexpected school closures)

5.23 Maintenance and technical support of web-based interface to be used by the agency and court in the review and processing of citations/cases.

5.24 Web-based or other system where authorized users of the system can conduct audits of payments received, disbursements and or other information related to the financial aspect of the contract/agreement.

5.25 Yearly reports as described in s. 316.0776, Florida Statutes.

5.26 Business practices related to the processing of automated school zone speed enforcement violations, including but not limited to each of the following areas:

5.26.1 Review process and transmission of violations to the agency.

5.26.2 Mailing of duly authorized Notices of Violation to the registered vehicle owner for payment.

5.26.3 The process for any violator and authorized City employee to access of evidence relating to the violation.

5.26.4 The process for receiving and remitting payments from violators.

5.26.5 The process for challenging violations.

5.26.6 The process of setting Notice of Violation hearings.

5.26.7 The process for setting traffic court hearings for citations.

5.26.8 A description of evidence materials and method provided to hearing officer and/or traffic court.

5.26.9 The generation of Notice of Violation hearing dockets within parameters set by the City.

5.26.10 Process for preparing and sending Uniform Traffic Citations.

5.26.11 Process for handling affidavits setting forth an exception.

5.26.12 Qualification of employees reviewing violations.

5.26.13 Process for unpaid Notices of Violation and Uniform Traffic Citations

5.26.14 How a payment plan could be offered.

5.26.15 Customer service plan.

5.26.16 Initial and continued training for rotating City staff.

5.27 Maintaining all SDS systems and components including but not limited to equipment, infrastructure, signs, and any computer hardware, software, or web applications which may be necessary during the term of contract. Updating equipment and technology during the term of the contract as new technology becomes available. Ensure all hosting platforms are secure and meet all requirements of City's Cloud Hosting Policy.

5.27.1 Ownership, maintenance of camera, video, sensors, computer and all related camera system equipment shall be the responsibility of the Successful Proposer throughout the term of the contract.

5.27.2 Successful Proposer shall guarantee to repair or replace any inoperable equipment within 72 hours of detection by the Successful Proposer or notification by the City.

5.27.3 Describe the proposed standard process for how often the cameras systems will be visited for maintenance and inspection. Explain what occurs during a maintenance and inspection visit.

5.27.4 Successful Proposer must provide ongoing training support for their product as requested by City throughout the term of the contract. Proposer shall provide details and documentation on its recommendations on training method(s) and schedules for initial and on-going training for City personnel as it relates to utilizing the proposed camera system.

5.28 Monitoring cameras to determine outages or mechanical issues. A SDS must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at least once every 30 days. Unless otherwise agreed to be completed by Tampa Police Department in writing, the Successful Proposer shall maintain a log of the results of the system's self-tests and shall also perform an independent calibration test on the speed detection system at least every 12 months. These shall be provided monthly to the Tampa Police Department for use in any hearing as authorized under Florida Statute Section 316.1906.

5.29 A comprehensive training program for City of Tampa personnel involved in the administration and/or operation of the system and its components, including designated personnel. Training for personnel should include at a minimum:

-Detection and camera systems familiarization;
-System training in a classroom or work environment setting;
-Hardware (if applicable) and or software familiarization training; and
-Testimony and evidence presentation strategies for presenting School Zone Speed citations at a Notice of Violation hearing or in traffic court.

5.29.1 Successful Proposer shall furnish all training materials when required and include samples of training materials as part of its submittal.

5.30 A system for the Program that requires no dedicated servers or specialized computers owned by the City for deployment of the Program.

5.31 Providing access to the web-based processing/approval software and/or any other related software.

5.32 Business practices, financial processes and timeline for transferring funds.

5.33 Materials for Notice of Violation hearings and court hearings including but not limited to legal proceedings challenging the speed detection system or issuance of a Notice of Violation or citation.

5.34 Expert witness testimony when required in all legal proceedings or City Notice of Violation or City Council hearings in order to explain, defend, or confirm the functionality or accuracy of the system.

5.35 Experience with sealed and certified plans for the placement of infrastructure and equipment in public rights-of-way to required transportation departments for review and approval.

5.36 Verification of the calendar for enforcement times. The service provider shall describe the responsibility for this business process on an ongoing basis after installation.

5.37 Distributing funds collected by the vendor in accordance with chapter 2023-174, Laws of Florida.

Automated Speed Detection School Zone Safety Equipment:

5.38 Each speed detection system (SDS) shall be equipped to detect a violating vehicle specifically using LiDAR (Light Detection and Ranging) or radar, activate the camera/video system, and produce color images of the rear of the vehicle. Digital camera/video technology is required. The City requires SDS with both photo and video capabilities. The City prefers LiDAR.

5.38.1 Explain how the vehicle speed is determined and the accuracy of the speed detection.

5.38.2 All SDS component operations must be synchronized to a single, standard, independent, external and verifiable time and date source.

5.38.3 SDS enclosures must be tamper proof and vandal proof.

5.38.4 SDS enclosures must be as small as possible and use as little power as possible. Proposer should specify the number of flash units required by your camera system. State the size of the SDS enclosure and the normal power draw of the SDS system, including the power usage during the flash phase. Floodlights may not be used.

5.38.5 SDS enclosures must be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.

5.38.6 Preference will be given to SDS that requires the least infrastructure at the location.

5.39 Each system must be capable of operating multiple sources of power. Solar should be used as the primary source of power; however, AC may be used if placed in an area with low sunlight. The vendor will determine the best power source for each installation.

5.40 Each system must be capable of clearly photographing and recording the rear of the vehicles so as to clearly identify the rear license plate of the vehicle that is reasonably believed to have violated the speed limit within the designated school zone.

5.41 Each system must be capable of consistently photographing and taking video of license plates regardless of glare or materials used to obscure the license plate from clear view at various viewing angles.

5.42 Each system should be capable of detecting only one traffic lane at once. Describe the system's ability to accurately capture violations, providing a visual indication on the citation of the area in which the SDS LiDAR or radar contacted the vehicle.

5.43 The vendor must provide details on the technology used to capture speed (LiDAR or Radar) to include any accuracy studies and manufacturing details.

5.54 Vendor must provide a flexible location specific enforcement schedule mechanism, capable of permitting the agency to create custom action-based penalties, document penalties, or monetary penalties.

5.55 Vendor must provide a flexible payment schedule mechanism that allows the agency to tailor the monetary penalties being applied.

5.56 The City of Tampa prefers infrared systems that do not utilize distracting flashing devices (other than those necessary for proper warning) particularly as many potential installations are along two-lane roadways. Please specify the type of lighting required by your system for a standard four-lane roadway. Also describe associated flash characteristics, if any, of your system.

5.57 From point of data capture, all video and camera photos and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence. Service providers shall briefly describe their approach to maintaining security of evidence.

5.57.1 Explain how the image and violation data is secured and transmitted to the processing center.

5.58 Submit example set(s) of violation images and evidentiary photos and videos electronically with their proposal, if applicable under the following conditions:

-Daytime – fair conditions AND rain conditions; and

-Nighttime – fair conditions, AND rain conditions.

Must include a visual indicator proving the vehicle in the image was the one captured by the SDS LiDAR or radar.

5.59 Evidentiary data to indicate school zone flashers were flashing during the time a speeding violation occurred.

5.60 A web-enabled and fully secure Notice of Violation and citation processing system that includes data processing, initial screening of data, prompt delivery of data to police for violation review and citation authorization, Notice of Violation and citation mailing, bad address notification, and maintenance of secure Internet-based violation viewing capability.

5.61 A system for mailing NOV's and administrative orders by first-class mail, and UTC's by certified mail, in accordance with Florida Statue section 316.1896 and tracking mail delivery by the U.S. Postal service.

5.62 A system capable of using a two-factor user authentication protocol for any web enabled application. The service provider's system shall be CJIS compliant. Please describe any other certifications or measures related to computer/system security.

5.63 Obtain registered owner information and keep the access to this information confidential and meet the requirements of federal DPPA and Florida identification protection laws.

5.64 Handle customer inquiries and complaints in English and in Spanish during normal business hours with details of location of any customer service center and operation of business.

5.65 Provide all notices and affidavits in English and Spanish and include all required ADA language for Notice of Violation and traffic court hearings.

5.66 To the extent not covered above, Proposer should ensure it has provided information on how it will comply, and help ensure the City complies, with all of the requirements of chapter 2023-174, Florida Statutes.

5.66.1 Use of camera systems constructed by Chinese manufacturers. Proposer shall comply with all laws which prevent, restrict, or limit use of camera systems constructed by manufacturers. Vendor shall certify whether its SDS, or any component thereof, uses materials imported from China or that are constructed by a Chinese manufacturer or domestic or international manufacturer using materials imported from China.

Security Requirements:

5.67 Process for exchange of sensitive data only upon written approval by the City of Tampa.

5.67.1 Successful Proposer must provide image and data security that shall prevent unauthorized persons from accessing the camera images and databases and tampering with images (explain methodology).

5.68 Location that data will physically reside (data sovereignty) (The City of Tampa has specific requirements based on data classification and sensitivity which requires data to reside within the United States or within the State of Florida).

5.69 Ability to accommodate enhanced security requirements, such as dual authentication.

5.70 Process to assign clearance levels to internal or sub-contract positions, for accessing sensitive data.

5.71 Employment and background check processes on employees and subcontractors that will be involved in the direct support or custody of data and processes associated with the proposed solution.

5.73 Ability to conduct testing with test or fictitious data (not LIVE data).

5.74 Continuous detection and elimination of viruses with name of service provider.

5.75 Change control processes that document baseline configuration and change control processes over the baseline configuration to ensure only approved and authorized changes are implemented in the system.

5.76 Workforce information security awareness training.

5.77 Backup, redundancy, and disaster recovery protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.

Required Services:

All project requirements described under Section I, paragraph 5, shall be met and provided by Successful Proposer. In addition, the Successful Proposer shall provide these required services.

5.78 Performance of Traffic/Location Study and Site Survey. Ability to work with the City to continuously evaluate at the City's request a school zone's heightened safety risk in accordance with chapter 2023-174, Laws of Florida, in order to provide quantitative assessments. As part of this process, approved Proposer will develop baseline data for school zone locations by monitoring traffic to quantify the frequency, degree and speed during that period. The sole determination of school zone speed detection system locations remains with authorized personnel for the City and all site locations will require authorization by Ordinance. The approved Proposer shall provide any testing or site survey requested by the City on an ongoing basis during the contract period. The cost for any study, testing or site survey as requested by the City will be included in this cost proposal. Traffic/location studies will be provided in a professional report detailing the data captured and analyzed in order to determine whether there is a heightened safety risk that warrants additional enforcement measures at a school zone to justify a speed detection system. Provide length of time for completion of a generic study.

5.79 Camera Installation. From the school zones selected, the approved Proposer will deploy enforcement equipment that meets or exceeds the minimum standards specified above. Working with the City and Florida Department of Transportation (FDOT), the successful service provider will be responsible for all permit acquisition, site design, construction, installation, monitoring, and maintenance of the equipment. This will require the approved Proposer to submit a set of plans to City to review and to FDOT for the permit application. No work in the field can be performed prior to all applicable local and State permits. If applicable, approved Proposer must coordinate any electrical work or access with Tampa Electric Company (TECO). In the event an installed speed detection system needs to be moved due to roadwork or other reason, the approved proposer will move the camera and reinstall the camera at once the road work or event is completed. Speed detection systems may also be relocated as necessary. Provide length of time for completion of a generic SDS install.

5.80 Public Information and Education. Work in cooperation with the City of Tampa, the Hillsborough County School District, and the Tampa Police Department to produce initial public notice documents/media for the purposes of public education. The City's goal is to encourage traffic safety and increase public knowledge of school speed zone enforcement systems including increasing awareness of the dangers associated with speed through these areas. Stakeholders included in the public information and education plan and how each is utilized to communicate with communities within the City for press releases, Internet-based advertisements and documents distributed by stakeholders. The public information campaign will be conducted in accordance with section 316.0776, Florida Statutes. Provide length of time for completion of public information and education.

5.81 Service and Maintenance. The servicing and maintenance of the automated school zone speed enforcement equipment will be the exclusive responsibility of the approved Proposer. Initial response to any equipment malfunctions will normally occur within a 24-hour period; repairs will normally be accomplished within a 72-hour period. Additionally, the Service Provider shall address the replacement of equipment that is damaged through an accidental means or intentionally through a criminal act and the time frame required for replacement of an installed system location if one becomes a total loss. Explain how you will ensure that these availability requirements will be achieved.

5.82 Violation Screening, Notice of Violations, Affidavits and Citation Development. Work with the Tampa Police Department and designated City Legal Advisor to determine in detail the elements that will constitute evidence of speed violations (establishing Business Rules) in accordance with chapter 2023-174, Florida Statutes, and with the designated City Legal Advisor to determine the contents of the notice and citation that will be mailed to registered vehicle owners along with affidavits as required by law. Proposer shall describe its understanding of citation issuance under City Ordinance as well as relevant state statutes and laws. Specifically, the approved Proposer will work with the designated Legal Advisor to ensure the language of applicable statutes including any resolutions and or ordinances as necessary are prepared and approved and that the system remains in full compliance during the terms of the contract. Approved Proposer must provide violators with a method for viewing where the violation occurred via an interactive map and meet all requirements for SDS reporting.

5.82.1 Successful Proposer must provide the City access to all enforceable images and video produced by cameras for 60 days after the final disposition of the event (they are required to be destroyed within 90 days after the disposition of the event).

5.82.2 Successful Proposer shall provide an evidence package for any contested violations and shall consist of:

-All photos and videos of the violation;
-Registered vehicle information;
-All issued and disputed NOV's and UTC's to the party;
-A violation history report;
-A correspondence file; and
-A payment history.

5.82.3 Successful Proposer shall be responsible for the cost associated with the following items:

Providing all necessary support for the presentation of violations at hearings to include all relevant photo and video evidence for every hearing held under the Program.

Provide expert testimony as needed when determined by the City, concerning all phases of the SDS (including the theory, operation and functional capabilities of the SDS) in support of the prosecution of violations.

Upon the request of the City, Proposer's expert witness shall train City-identified individuals such that the City identified individuals can qualify as expert witnesses as well.

5.82.4 Successful Proposer will keep accurate and current records which are continuously available for use and inspection by the City and which document, at a minimum the following:

Current open cases;
Present status of all cases;
Funds received through the Program; and
Payments disbursed on behalf of, or to, the City.

Additionally, Successful Proposer shall annually prepare and provide the required operations report due to the State of Florida Department of Highway Safety and Motor Vehicles as provided under Florida Statue section 316.1896(16)(a), or as otherwise required by statute or rule. This report shall be provided to the City for review by September 30th of every year, including the September 30th after the contract expires for the period of time the contract was in place since the previous filing. Successful Proposer shall ensure the report is filed annually by October 1st to the State of Florida Department of Highway Safety and Motor Vehicles as required by law. The report shall be in the form and manner as determined by the State and made available by the State. If required by the State, the Successful Proposer shall submit any required data components to the State on a quarterly basis. Successful Proposer shall ensure the respective data for reporting purposes is maintained for at least two years after such data has been reported to the State.

5.82.5 Successful Proposer's shall provide storage capabilities to store NOV's and UTC's identified for prosecution for a period of time not less than five (5) years after final disposition of a case (again photos and videos are required to be destroyed within 90 days from the final disposition) and the termination of the contract. Successful Proposer's shall comply with any additional requirements of Chapter 119, Florida Statutes relating to public records retention. The City shall be provided access to this stored information upon request.

5.82.6 Violation notices shall comply with all requirements under Florida Statute Section 316.1896, and shall be sent to the registered owner within 30 days after a violation specifying the remedies available under Florida Statute Section 318.14 and that the violator must pay the penalty or furnish an affidavit as supporting an exception as provided under the law. Notices must contain all information required under Florida Statute Section 316.1896(2) and (3).

5.82.7 Process affidavits submitted by owners or co-owners of registered vehicles as authorized under Florida Statue Section 316.1896 to include re-issuing Notices of Violations or UTC's when an valid Affidavit meets the required standards and identifies the person having care, custody or control of the motor vehicle at the time of the violation. The Successful Proposer shall work with the designated Assistant City Attorney for establishing the process for reviewing Affidavits and reissuance of NOV's or UTC's. Proposer shall submit a proposed procedure for this process at the time of the proposal.

5.82.8 A UTC shall comply with all requirements under Florida Statute Section 316.1896, and shall be issued by a Tampa Police Department officer, or TIEO if applicable, and mailed by the Successful Proposer by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification, if the registered owner has not requested a hearing, and if the registered owner has not submitted an affidavit. In case of joint ownership, the UTC must be mailed to the first name appearing on the motor vehicle registration, unless the first name is a business organization, in which case the second name may be used. The UTC must be accompanied by information required under Florida Statute Section 316.1896(2)(b), (2)(c), and (2)(d), as may be amended.

5.82.9 Successful Proposer's violation processing system shall allow the City a detailed view into all of the information related to the Program. The City will provide authorization of NOV by electronic signature for those events that meet specified criteria.

5.82.10 All access to the violation processing system for the purpose of pre-processing evidence, Tampa Police Department (TPD) authorization, NOV/UTC printing, payments tracking, and generation of court evidence packages shall be Internet enabled and shall be available 24/7 for authorized users.

5.82.11 Upon verification by TPD of an apparent violation, Successful Proposer shall, within 30 days of the violation, provide by first class mail a notification of the violation to the registered owner of the violating vehicle. This notification of violation shall be prepared in conformance with Florida Statute section 316.1896(2) requirements and approved by the City. Proposer shall include sample notice of violation as part of proposal which establishes it meets the statutory requirements and includes at a minimum:

-The vehicle involved in the violation;
-The registered owner of the vehicle;
-The remedies available to address the violation;
-Payment options;
-The amount of potential penalties and issuance of a UTC;
-A photograph or other recorded image showing the license plate of the motor vehicle;
-The date, time, and location of the violation;
-The maximum speed at which the motor vehicle was traveling within the school zone;
-The Speed limit within the school zone at the time of the violation;
- Notice of the right to review the photograph or video captured and evidence of the speed and instructions on how to do view the evidence.

5.82.12 Before or upon mailing of notification of a violation, Successful Proposer shall also post video evidence of the violation on the designated website to allow review by the registered owner of violating vehicle. The initial notification letter shall include all information required by registered owner to log on to this website.

5.82.13 Mailed violations shall also include a provision of a toll-free telephone hotline that will be staffed from 8:00am to 5:00pm, Monday through Friday EST of each week excluding City of Tampa observed holidays. During other times, the hotline will permit callers to obtain information and/or leave a voice message. All letters that accompany notice of violations shall include the corresponding toll-free number.

5.82.14 A Customer hotline telephone service shall provide response in multiple languages (at a minimum English and Spanish). Proposer shall provide details related to their resources and experience in providing customer service in multiple languages.

5.82.15 After 60 days have elapsed from the date of mailing the NOV to the registered owner of the violating vehicle, unless the violation has been resolved (payment or hearing requested) as provided in Florida Statute section 316.1896(3), Successful Proposer will provide to the City in a mutually acceptable electronic form, notice of issuance of a Florida Uniform Traffic Citation (UTC) subject to the review and approval of the City. If a TPD officer, or TIEO if applicable, approves and authorizes the issuance of the UTC, Successful Proposer will prepare the final UTC for mailing. A sample UTC should be provided and should include all applicable requirements for notice, payment, and challenging.

5.82.16 The UTC shall be prepared and sent to the appropriate violator or registered owner via certified mail by the Successful Proposer at least 60 but not more than 74 days after the violation.

5.82.17 Successful Proposer shall describe and recommend the hardware and software required to run the administrative components of the processing and viewing system. Any software or hardware required to view or operate the processing system should be included in the cost proposal. The violation processing system shall provide the following functions at a minimum:

-Web-enabled access and operation from Microsoft Internet Explorer and/or Google Chrome browsers;
-Web-based access to statistical information related to the violations at all speed camera locations individually and overall;
-Ability to provide for an online case management system;
-Secure user log-in and access;
-Automatic presentation of images and data captured by the camera system onto review PC's;
-Easy review of violation evidence against regulations;
-Ability to both "play" full motion video and view multiple scene and plate images;
-Ability to view each image as a full screen enlargement with a single click;
-Ability to view all original images;
-Ability to "crop" a license plate image area from the optimal license plate image in the multiple-image license plate set to establish vehicle ID, and subsequently print the cropped plate area image to the notice;
-Ability to "accept" or "reject" violation sets and record rejection reasons;
-Ability to generate printed warning letters (during the first 30 days of the Program at the City's discretion);
-Ability to automatically generate printed violation notices;
-Ability to track and notify the City of multiple violations for license plate number;
-Ability to store and archive all processed violation evidence into a secured database;
-24/7 ability to access any stored violation image from the system's database subject to agreed archive rules;
-24/7 ability to request and immediately view Court Evidence Package image sequences displayed as video or as individual high resolution still shots, or send images to print locally;
-24/7 ability to immediately request, view and print both standard and user-defined reports;
-Secured Access Control and automatically generated Electronic Audit Trails;
-Encryption and decryption management; and
-Ability to ensure scheduling of NOV hearing so that hearing occurs within 180 days of the date of the violation.

5.83 Citation Processing and Payment. Notice of Violation and citation processing in compliance with chapter 2023-174, Florida Statutes. The approved Proposer must be an NLETS Strategic partner and house all CJIS/NLETS processing inside the continental United States at a CJIS compliant facility. All employees with access to citations and citation processing will meet all CJIS requirements. All payments must be handled by the successful service provider and use an internal audit trail and be verifiable by external audit. Lock-box payment service will not be permitted.

5.83.1 Successful Proposer shall receive violation payments in response to the statutory notification, document the receipt of payment in electronic format and account for all funds received as provided herein and by Statute. Successful Proposer will continuously and openly account for all funds received in connection with the Program using generally accepted accounting principles. Successful Proposer shall make timely disbursements to the State as required by Florida Statute sections 316.1896(5) and 318.18 and concurrent disbursements to the City of the City's portion of the revenues collected pursuant to the statute. Successful Proposer's costs and expenses will be deducted from the City's portion of revenues collected. Successful Proposer shall demonstrate the ability to handle all violation payments electronically paid on-line or mailed to Successful Proposer owned lockbox including the daily depositing and reconciliation of all receipts. Successful Proposal shall provide a breakdown of the fine amounts collected and distributed, and where the fines will be remitted for NOV's and UTC's in compliance with Florida Statute section 316.1986.

5.83.2 Due to the expected high volume of mail that is received, control and accuracy are essential factors in the operation. The services provided shall be integrated with numerous levels of control, audit and redundancy to ensure the accurate and timely receipt, processing and update of mail-in payments.

5.83.3 Describe procedures for processing payments to include, but not limited to:

-Method for receipt of payments;
-Ability to apply payments by source (cash, check, money order or credit card);
-Ability to handle electronic reimbursement and automated check handling (ACH);
-Verification of check amounts;
-Batch reconciliation and file update;
-Bonded courier service to financial institution;
-Accept and process partial payments, allowing the citizen to pay the fine/hearing cost over a period of time not exceeding three months without administration by the City; and
-Processing exception payments.

5.83.4 Successful Proposer shall deposit into the City's designated bank account, once each 48 hours during normal banking days, an amount equal to the net receipts of the current day's revenue received. Payments deposited shall be applied to the vendor's database every day and available for online review within 48 hours of deposit/update.

5.83.5 Successful Proposer shall describe payment reconciliation methodology, detailing the advantages of proposed solution.

5.83.6 Successful Proposer shall provide procedures for handling payments received that require additional investigation and research. These procedures should include, but not be limited to:

-Overpayments;
-Unapplied payments; and
-Returned checks.

5.83.7 Successful Proposer shall provide citizens with the option of making payment via the internet. Describe proposed pay-by-web solution and provide an example of an agency or jurisdiction utilizing similar pay-by-web systems.

5.84 Statistical Reporting. In addition to SDS required reports and logs, in support of the City's project evaluation activities, the Successful Proposer will provide monthly and semi-annual summary program metrics to the City of Tampa Police Department that will include, at a minimum, the following (Web-based reporting systems are required) (provide samples):

-Number of events recorded, by intersection approach and in total;
-Number of events not billable/rejected, including a breakout of controllable and not-controllable events lost, by location and in total, along with reason for non-billable/rejected events;
-Number of events forwarded to City of Tampa Police Department;
-Number of citations authorized and mailed, by month of issuance; and
-Number of citations returned as undeliverable.

5.85 SDS Analysis and Reporting (provide samples). SDS must be capable of providing statistical analysis of camera location and operations and Proposer should provide samples of reports.

5.85.1 SDS shall be capable of providing reports which show, at a minimum:

-Hours of use per camera by operational site;
-Results achieved by each camera by site;
-Violations recorded by site; and
-Violations by speed, date and hour.

5.85.2 SDS shall be capable of immediately generating operations reports 24/7 including:

-Number of violations recorded;
-Count of violations where notices not prepared;
-Notices prepared and mailed by First Class mail; and
-Status of notices issued (outstanding, canceled, reissued and so forth).

5.85.3 Camera system shall also supply the following reports:

-Camera equipment hours of service and hours lost;
-Number and description of camera or other equipment malfunctions; and
-Time spent by each TPD user logged into the violation processing system and the number of violations processed by each user.

5.85.4 Camera system shall be capable of providing violation and traffic statistics as follows:

-Real-time traffic volume and vehicle counts, and
-Real-time violation graphs and chart by time of day and day of week

5.86 Hearing Support and Customer Service. Successful Proposer shall work with the Tampa Police Department in developing hearing schedules and sending all notices for hearing dates and rescheduled hearings as may be needed. The Successful Proposer shall handle all customer service calls and request for rescheduling hearings unless otherwise agreed to by the Tampa Police Department.

5.87 Payment Plan. Successful Proposer shall offer a payment plan option to be handled by the Successful Proposer and all proposals shall provide details of the payment plan.

Fee Schedule:

5.91 The total cost of the proposed services. Identify the costs to perform the services using the following format:

5.91.1 Identify a payment or cost or revenue share schedule. Payment will be made only as segments of the project are delivered and accepted by the City.

5.91.2 Explain and provide details of any conditions that might increase or reduce the cost of the proposed services.

5.91.3 The costs of these services. Costs shall include all items, including but not limited to, professional time, travel, data processing, forms, printing, or any other expenses included in the proposed cost.

5.91.4 Final negotiated prices submitted shall be valid for a period of at least 120 calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

5.91.5 Pricing shall be firm for the initial term of the contract. Additional information related to compensation for future contract periods is included in the General Conditions.

5.91.6 The City will only accept proposals that guarantee cost neutrality to the City (i.e. City's portion of the revenue collected will at least match Successful Proposer's cost and expenses for providing the system). Should the amount of the City's portion of the revenue collected fall short of Successful Proposer's cost and expenses, the Successful Proposer will absorb the difference in cost. The City will not pay any additional fees not covered by City's portion of revenues received.

5.91.7 The City will not pay any upfront costs for the installation of this SDS and related equipment.

5.91.8 Proposer should assume a minimum of SDS will be installed as authorized by City Ordinance; however, the City has sole discretion to make changes to the number and/or location of all SDS locations.

Pricing Proposal:

ITEM	DESCRIPTION	Pricing Proposal
A.	**Automated School Zone Safety Speed Enforcement System(s):** Total cost for the system(s) including all site selection testing/traffic studies, equipment, installation, maintenance and support, public information & education programs, training, system upgrades and enhancements, and support upgrades for future installations, per specifications.	$
		Fee per location
B.	**Relocation or Removal/Reinstallation of Systems:** Cost (if any) during a contract period for system(s) relocation or removal/reinstallation at the request of the agency.	$
Additional Pricing		**Fee per location**
C.	**Additional stand-alone ALPR Installation:** Total cost for the lease of additional ALPR camera system(s) including all equipment, installation, maintenance, integration/data push, and system upgrades and support upgrades for future installations based on a per location basis.	$
D.	Performance of traffic/location study and site survey at request of the City for additional camera location consideration (5.78).	**$**
E.	Provide descriptions and unit prices below for any ***additional services*** that have not been listed above. If needed, additional pricing sheets may be attached to this Pricing Proposal explaining such costs.	

6. CITY'S ROLE AND RESPONSIBILITIES

The City through the Tampa Police Department shall review violations provided through an electronic system provided by the Successful Proposer which allow officers, or TIEO's if applicable, to make the determination as to whether a violation exist and if a Notice of Violation and, when applicable, a UTC will be issued as provided herein and in accordance with Florida Statute. The City shall provide a Clerk and a local hearing magistrate to conduct hearings on Notice of Violations. UTC's will be handled through the Clerk of the Court and heard in traffic division in the Thirteenth Judicial Circuit County Court. The City Mobility Department will work with vendor as required for the placement of school speed zone enforcement cameras and TPD will work with the Successful Proposer on the review of the violations to determine whether a violation exists and will provide officer, or TIEO if applicable, hearing testimony. The City will provide a location for NOV hearings and a magistrate for conducting the hearings.

7. PROPOSER SUBMITTALS

The following must be submitted in the proposal:

7.1 Contract Termination for Default. Has the Proposer's company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the company's position on the matter. City Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

7.2 Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

8. QUALIFICATIONS

8.1 Proposer must provide references from one or more operational cities, counties, states or provinces of similar size to the City in order to document successful deployment of vendor's proposed school speed zone detection technology and system solution. The references must be operating an outsourced program using the same equipment and technology proposed herein. The list for each reference shall include:

-Agency/Jurisdiction Name and Address;
-Contracting Officer and Contact Information (Telephone Number and E-mail Address);
-Technical Representative and Contact Information (Telephone Number and E-mail Address); and
-Written description of the specific services provided

By submitting a proposal, the Proposer authorizes the City to conduct reference investigations as needed.

8.2 The City requires the Proposer to be a National Law Enforcement Telecommunications System (NLETS) Strategic Partner. This is very beneficial for obtaining out of state registration information. Proposer shall include in its proposal a statement indicating it is a NLETS Strategic Partner, and if so provide date of certification and copy of certificate(s).

8.3 Proposer shall state its experience in working with other Florida Jurisdictions under the current State of Florida statutes (Chapter 2023-174, Laws of Florida).

8.4 Project Staff Qualifications. Proposer shall include the name, title, address, and telephone numbers of employees and/or subcontractors who will both manage and be assigned to perform services under the proposal. In addition, a signed resume not exceeding two pages, including references, detailing educational qualifications and previous work assignments related to this RFP for each project management team member who will be assigned to perform work under this contract.

8.5 Financial Overview. Proposer shall provide a general description of the firm's financial condition and identify any conditions (i.e. bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Proposer's ability to complete the project.

8.6 Current/Past Legal System Proceedings. Proposer shall identify (including venue and case number) and describe all litigation, pending or closed, in which Proposer is or has been a named party and all notices of intent to sue filed by the Proposer in the last five years involving a local government and a red light camera system. Proposer shall also identify and describe all litigation, pending or closed, in the last five years in which Proposer is alleged to have engaged in fraud.

9. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

10. IMPLEMENTATION

10.1 The Successful Proposer shall work with the City to initially install a SDS at all identified locations as authorized by Ordinance. The following implementation schedule is provided:

EVENT	DATE COMPLETED (whatever is later)
Permits, installation and testing of all SDS and operations	07/15/24 or 90 days after contract
Signage	Prior to implementation as requested by the City
Public announcement and awareness campaign	30 days prior to implementation
Implementation	08/12/24 or 15 days after testing completed
Training	08/01/24 or 1 week prior to implementation

10.2 For each of the implementation requirements above, Proposer shall provide a description of the extent of the City staff's involvement in the project and provide a requirements list for the City as part of its proposal.

10.3 Successful Proposer shall support the City by training staff on how to present the Program at public seminars or presentations. When requested by the City, the Successful Proposer will provide staff for public forums/seminars.

11. COORDINATION WITH THE CITY

11.1 The Successful Proposer shall identify their Project Manager who shall work in close coordination with the City. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Successful Proposer's Project Manager or personnel assigned to the project.

11.2 During the term of the contract, the Successful Proposer's Project Manager shall meet on-site with the City's Project Manager and/or other designated City officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

11.3 Successful Proposer shall present the skills and qualifications of the Successful Proposer's Project Manager candidate and the team surrounding that candidate. The City shall have the right to interview the Successful Proposer's Project Manager candidate prior to awarding the contract and will have the right to require that the Successful Proposer's Project Manager and team members be replaced throughout the term of the contract.

11.4 Proposer shall provide a project timeline/schedule indicating when the proposed program will be fully operational for the City, no later than August 12, 2024, barring circumstances beyond the control of the Successful Proposer or written agreement with the Director of Mobility Department for additional time for implementation.

End of Section I

SECTION II. GENERAL CONDITIONS

12. GENERAL INFORMATION

12.1 Proposal Due Date. Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time. All proposals shall be submitted thru the GETALL system (electronically). File name should not have special characters. Proposer must wait for confirmation of successful upload.

City of Tampa Requests for Proposals are issued electronically via GetAll's system. Obtaining proposals through GetAll will ensure that proposer will have the following capabilities: receipt of proposal documents electronically, track the status of award activity, receive addenda, receive the results of awards and view plans and blueprints online electronically. Proposers who obtain specifications and plans from sources other than GetAll are cautioned that the proposal packages may be incomplete. The City will not accept incomplete proposals. Contact GetAll at support@getall.com for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any solicitation documents, plans, or specifications from the GetAll system. GetAll has no affiliation with the City of Tampa other than as a service that facilitates communication and proposal submittals between the City and its vendors. GetAll is an independent entity and is not an agent or representative of the City. Communications to GetAll does not constitute communications to the City. Contact GetAll at support@getall.com for more information.

12.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, GetAll will provide notification of the Addendum to all prospective Proposers who received an original RFP notification making them a plan-holder. Addenda will be posted and disseminated by GetAll at least five days prior to the RFP opening date.

It will be the responsibility of the Proposer to review GetAll prior to submitting a proposal to ascertain if any addenda has been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

12.3 Errors and Omissions. Proposers discovering any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, shall immediately notify the City of such error via email within Get All's system and request modification or clarification of the RFP. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who queried the solicitation in Get All's system. Addenda will be posted and disseminated by GetAll at least five days prior to the RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting the proposal or it shall be deemed waived.

12.4 Florida Public Records Law. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. Using **Attachment B – Public Records Declaration or Claim of Exemption**, Proposer is required to acknowledge whether or not they are asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Proposer's other Proposal documents, (3) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "**REDACTED**" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. *** All uploaded documents may not have special characters in the file name, #, *,@, etc.**

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Proposer agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions

(whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

***Note: The City will not accept Proposal submittals when the entire submittal is labeled as exempt from public disclosure and the proposal will be deemed non-responsive. Proposer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Proposal submittal as "non-responsive".**

12.4.1 In accordance with Section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

12.4.2 In accordance with Section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

12.4.3 The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Proposer agrees to comply with Florida's Public Records Law, including the following:

1. Successful Proposer shall keep and maintain public records required by the City to perform the services;

2. Upon request from the City, Successful Proposer shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;

4. Upon completion (or earlier termination) of the award, Successful Proposer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Successful Proposer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Proposer transfers all public records to the City upon completion (or earlier termination) of the award, Successful Proposer shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Proposer keeps and maintains public records upon completion (or earlier termination) of the award, Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5. The failure of Successful Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Proposer until records are received as provided herein.

6. **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section II. General Conditions, Section 14. Content of Proposal, Tab 2.

12.5 City of Tampa Ethics Code. The Proposer shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Proposer responding to this Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Successful Proposer shall ensure that no City employee receives any such benefit or interest as a result of the award of this Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link http://www.tampagov.net/human-resources/info/lobbyist-information or can be found in the City of Tampa's municipal codes published online **by the Municipal Code Corporation at the website link** https://www.municode.com/library/fl/tampa/codes/code_of_ordinances**.** Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of $0.15 cents a page.

12.6 Warranties and Guarantee. The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception, and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or portions found not in accordance with this RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.

12.7 Copyrights and Patent Rights. Proposer warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Proposal, and Successful Proposer agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

12.8 Procurement Protest Procedures. A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual Proposer, who is allegedly aggrieved in connection with the issuance of a proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

12.9 WMBE Participation. The City of Tampa EBO office administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed **underutilized.** To obtain a list of the City's Certified WMBE Companies, visit the Equal Business Opportunity (EBO) Office website at http://www.tampagov.net/ebo. Under Programs and Services select WMBE and SLBE Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names.

> **NOTE:** In accordance with the Equal Business Opportunity Ordinance 26.5, The City of Tampa's WMBE policies are narrowly tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and MBD Form 71 for the WMBE Participation scoring criteria for this RFP. **For this RFP the underutilized WMBE Industry Category is "Non-Professional Services".**

12.10 SLBE Participation. In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the Equal Business Opportunity (EBO) Office website at http://www.tampagov.net/ebo. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names.

> **NOTE:** In accordance with the Equal Business Opportunity Ordinance Chapter 26.5, SLBE vendors are eligible for weighted points in the selection process. Refer to MBD Form 71 for the SLBE participation scoring criteria for this RFP.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

12.11 Incurred Expenses. The City is not responsible for any expenses which Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews, or presentations of proposals.

12.12 Proposals Binding. All proposals submitted shall be binding for 180 calendar days following the opening.

12.13 Non-Discrimination in Contracting and Employment. The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

The Successful Proposer understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this Contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

12.14 Proposer's Criminal History Screening Practices. Per City of Tampa Code of Ordinances, Section 2-284, Proposer is requested to provide information as to whether Proposer has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. For Procurement of $100,000 or more, If the Proposer voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12, Article IV of the City Code, Proposer will be awarded an **additional 5-points** as part of the evaluation of its proposal if Proposer submits notarized documentation with its proposal, and an assurance of compliance with Section 2-284 if awarded the contract ("Ban the Box Requirements"). The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018

12.15 Equal Opportunity. The City of Tampa hereby notifies all Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Contract made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

12.16 Governing Law/Venue. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

12.17 Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Successful Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

12.18 Force Majeure. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this contract, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this contract. The other party has the right to terminate the contract if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

12.19 Survival. Provisions in regard to licensing, indemnification, governing law venue and confidentiality shall survive termination of contract.

12.20 Conflict of Interest. The City requires that the Successful Proposer provide professional, objective, and impartial advice and at all times hold the City's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Successful Proposer has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Successful Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Successful Proposer or the termination of its Contract.

Any such interests on the part of the Successful Proposer or their employees, must be disclosed in writing to the City on **ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document and should be included under Section 14. Content of Proposals, Tab 3. Also, the Successful Proposer is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

12.21 Audit Rights. Successful Proposer agrees that the City or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Successful Proposer related to Successful Proposer's performance under the contract. Successful Proposer shall retain all such records for a minimum period of six (6) years from the date of termination of the contract, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Successful Proposer must keep all financial records in a manner consistent with generally accepted accounting principles. Successful Proposer must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Successful Proposer's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Successful Proposer. Successful Proposer shall include this right to audit section in any subcontractor agreements entered into in connection with this contract.

12.22 Scrutinized Companies. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not submit a proposal for or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not submit a proposal for or enter into a contract or renew a contract with an agency or local government entity for goods or services of $1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible to submit a proposal for, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Successful Proposer submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a proposal, entering into a contract, on contract renewal, or if the Successful Proposer has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the contract after it has given the Successful Proposer notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

12.23 Data Collection. Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from Successful Proposers are used for identification, verification, and tax reporting purposes.

12.24 Indemnification. The Contractor/Successful Proposer/Contractor/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section 12.24 shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) the monetary value of this contract, (ii) the coverage amount of Commercial general liability insurance required under the contract, or (iii) $1 Million Dollars. Otherwise, the obligations under this section 12.24 will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Contractor's duties to defend and indemnify pursuant to this section 12.24 shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

12.25 Contractor Background Checks. When assigning employees to work on City property, the Successful Proposer shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

- Unable to pass 8 Panel Drug Screen
- Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
- Is a former City of Tampa employee"

12.26 Employee Verification. In accordance with Section 448.095, Florida Statutes, the Successful Proposer agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the contract for the services specified in the contract. The Successful Proposer must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. If the Successful Proposer enters into a contract with a subcontractor, the subcontractor must provide the Successful Proposer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Successful Proposer shall maintain a copy of such affidavit for the duration of the contract. If the City has a good faith belief that the Successful Proposer has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Successful Proposer, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the contract was terminated. The Successful Proposer is liable for any additional costs incurred by the City as a result of the termination of the contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Successful Proposer has otherwise complied with the law, the City shall promptly notify the Successful Proposer and order the Successful Proposer to immediately terminate the contract with the subcontractor.

12.27 Responsible Vendor Determination. The City of Tampa will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor and will not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

13. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

13.1 To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the proposal process shall be addressed to the City during the pre-proposal conference, or questions can be submitted via the GETALL system up to ten days prior to the RFP opening date and time.

13.2 Communication Policy. During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the Analyst, the Director of Purchasing or the Legal Department, is permitted from any proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

14. CONTENT OF PROPOSALS

14.1 Proposer Responsibility. Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive and readable. Clarity of language and adequate, accessible documentation is essential. Proposers should maintain the sequence of sections as they are depicted in the RFP. It is the Proposer's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions.

It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City Representative. The Proposer is to provide all requested materials, forms, and information. The Proposer is responsible for ensuring the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to any interviews), the City Representative will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however, this does not limit the right of the City Representative to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

14.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. The proposal submitted is the City's official record and recording of the RFP. Submit electronic copies in Acrobat Adobe PDF format. Pages must be identified with page numbers. File names should not contain special characters. Proposer must wait for confirmation of successful document upload.

If Proposer is declaring any portion of the proposal is Confidential and/or Proprietary a copy of proposal marked "REDACTED" should also be provided to the City with the original following the instructions stated under Section II. General Conditions, Subsection 12.4 Florida Public Records Law.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner and identified with tabs (headings):

IN GETALL, THE FOLLOWING ITEMS SHOULD BE GROUPED AND UPLOADED INTO THE "MAIN SOLICITATION RESPONSE" SECTION:

- **Title Page.** Type the name of Proposer's firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.

- **Table of Contents.** Include a clear identification of the written material by section and by page number.

- **Proposal Submittal Check List.** Complete and submit Attachment A. for compliance of certain requirements identified in the RFP package.

- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.

- **Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 12.4 including executed copy of Attachment B – Public Records Declaration or Claim of Exemption.

- **Tab 3. Conflict of Interest.** Include executed copy of Attachment C – Conflict of Interest Form.

- **Tab 4. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services.

- **Tab 5. Section I, Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services, sub-section XX Proposer Submittals.

- **Tab 6. References.** Include a reference list of at least five clients to whom the Proposer has provided services like those being proposed to the City.

- **Tab 7. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess any experience like the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

- **Tab 8. GENERAL OPERATING PROCEDURES & GUIDELINES (MANAGEMENT PLAN, OPERATIONS PLAN, QUALITY CONTROL PLAN, ETC**…. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.

- **Tab 9. Sub-Contracting Submittals.** No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

    - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
    - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

  <u>These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package.</u>

  Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

IN GETALL, THE FOLLOWING ITEM SHOULD BE UPLOADED IN THE "COST PROPOSAL SECTION":

- **Tab 10. Compensation.** Submit an all-inclusive cost statement. Provide a detailed cost statement for providing the services indicated in Section I. Scope of Services. Itemize fees, expenses, and any optional costs separately.

IN GETALL, THE FOLLOWING ITEMS SHOULD BE GROUPED AND UPLOADED IN THE "SOLICITATION SUBMITTAL SECTION":

- **Tab 11. Proposer's Affidavit.** Complete, submit and have notarized the Proposer's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.

- **Tab 12. Proposal Signature Form.** Complete and submit the Proposal Signature form and Requested Voluntary Information Regarding Proposer's Initial Employment Application Content form provided in the RFP Package. These forms must be signed by an authorized representative of the firm as defined below:

  When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.

  When the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

  When the Proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating name and style under which the Proposer is doing business.

  If the Proposer is doing business under a fictitious name, the Proposer must submit a copy of Certificate of Registration with the Florida Secretary of State.

  When the Proposer is a joint venture, each joint venturer must sign the proposal as hereinabove indicated.

  NOTE: Failure to submit the Proposal Signature Form **executed** or failure to **submit** the Proposal Signature Form in the proposal package will result in the proposal being non-responsive. **NO EXCEPTIONS.**

- **Tab 13. Per Section 12.14 Proposer's Criminal History Screening Practices. Include documentation under as referenced.**

- **Tab 14. E-Verify Affidavit** *(Form 1)*

A properly completed, notarized E-Verify Affidavit must be included with the sealed proposal**; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.** Additional information regarding the State's E-Verify requirements can be found at:

- **Tab 15. Communication Concerning This Solicitation** *(Form 2)*

Complete the form titled *Communication Concerning This Solicitation.*

- **Tab 16. Addenda Acknowledgement** *(Form 3)*

Use Form 3 to acknowledge receipt for all addenda (if any). The addenda will be posted at:
The vendors must periodically visit the web page for addenda before the due date and before submitting a proposal.

- **Tab 17. Federal Compliance**

Complete the form titled *Federal Compliance* ***(Form 4)***

- **Tab. 18. Exceptions to RFP**
  - **List ANY AND ALL exceptions to the RFP specifications in this section of proposal submission. Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award. Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not be considered further if exceptions are unacceptable and/or cannot be clarified to the Committee's satisfaction. Vendors shall be notified in writing if exceptions are not acceptable. PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON- RESPONSIVE.**

- **VENDOR AGREEMENT/CONTRACT FORM: Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.**

- **If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.**

15. EVALUATION OF PROPOSALS

15.1 The City will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the City. However, it is anticipated that the review/evaluation process will be completed in a timely manner.

A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer per the evaluation criteria listed below.

EVALUATION CRITERIA	**MAXIMUM POINT VALUES**
Qualifications & Experience of Firm & Staff	25 points
Understanding and Approach	25 points
Service & Support	15 points
Client Work History	5 points
Suitability of Proposed Equipment	5 points
Proposal cost/ Revenue Share	25 points
TOTAL POINTS	100 points

15.2 Application of WMBE and SLBE Evaluation Points. During the evaluation of proposals for WMBE and SLBE participation, the Equal Business Opportunity (EBO) Office will be responsible for assigning the points under these criteria. Points are determined per MBD Form 71 (EBO Guidelines for Evaluation Points on Request for Proposals) which is attached to this RFP document.

15.3 Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:

15.3.1 Responsiveness of the Proposal to the scope of work.

15.3.2 Ability, capacity, and skill of the Proposer to perform the scope of work.

15.3.3 Experience of the business and individual members of the business in accomplishing similar services.

15.3.4 Responses of the client references.

15.3.5 Such other information that may be required or secured.

15.4 SHORT- LISTING

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations, or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

15.5 INTERVIEWS/DEMONSTRATIONS

If requested, Proposers may be required to participate in on-site interviews and conduct demonstrations to the City's Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the Proposer's proposed solution. Additionally, the Proposer's key personnel may be required to be in attendance during this process.

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.

15.6 The City reserves the following rights to:

15.6.1 Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by a law enforcement agency, or other approved agency.

15.6.2 Request that Proposer(s) modify its proposal to meet the needs of the City more fully, including Best and Final Offer(s) (BAFO), or to furnish additional information as the City may reasonably require.

15.6.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

15.6.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.

15.6.5 Process the selection of the successful Proposer without further discussion.

15.6.6 Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.

15.7 Financial Statements. The City Representative reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

16. ADDITIONAL CONTRACT TERMS

16.1 Basis of Award. A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.**

Prior to award resulting from this solicitation, the Successful Proposer shall be registered to transact business in the State of Florida and shall furnish the City with proof of registration with ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the proposal.

Any Proposer who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

16.2 Contract Term. The period of the contract shall be for three years from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional two-year periods.

16.2.1 Supplemental Unilateral Renewal Periods. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Successful Proposer prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

16.3 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Proposal in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

16.4 Contract Termination. When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:

10-day written notice with cause; or

30-day written notice without cause.

16.5 Addition/Deletion. The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

16.6 Proposal Prices. Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Tampa, FL, or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid by the Successful Proposer and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

Proposal prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Successful Proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Successful Proposer shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Successful Proposal, the City, and any indemnified party. This provision shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

16.7 Government Purchasing Council. Hillsborough County Government Purchasing Council ("GPC") members, may, at their discretion or option, utilize this proposal as they require. Estimated quantities for Hillsborough County GPC members have not been included in the solicitation. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this solicitation document.

Any Hillsborough County GPC member which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Successful Proposer as a result of this RFP.

16.8 Use of Contract by Other Governmental Agencies. Unless otherwise stipulated by the Successful Proposer in its proposal, the Successful Proposer agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Proposer as a result of this solicitation.

16.9 Use of State Contract, GPC, Or Cooperative Purchasing Bids. The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

16.10 Payment. Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Florida's Local Government Prompt Payment Act. Proposers that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

16.11 Minimum Wage Amendment. The Successful Proposer shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Successful Proposer on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

16.12 Invoicing. The Successful Proposer shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this proposal itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Pricing/Proposal pages and extended price to reflect total cost.

At the time of submission of its invoices, the Successful Proposer shall submit to the City a report on Form MBD-30, "DMI-Payments" of all sub-contracted amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Successful Proposer uses any WMBE and/or SLBE sub-contractors, the Successful Proposer shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Successful Proposer intends to utilize.

- Form MBD-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

16.13 Contract Changes. No changes, over the contract period, shall be permitted unless prior written approval is given by the Director of Purchasing and, an amendment to the Agreement is executed by the City and Contractor and approved by resolution of the City Council of the City of Tampa.

16.14 Assignment. To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this contract. Any attempted assignment of this contract by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this contract by the Successful Proposer will not relieve the Successful Proposer from the performance of its duties, covenants, agreements, obligations, and undertakings under this contract, unless the assignment expressly provides otherwise. No assignment by the Successful Proposer shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Successful Proposer. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Proposer's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this contract to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this contract after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this contract prior to the effective date of the assignment. Action by the City in awarding a proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this contract.

In the event of such approved Sub-Contracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this contract, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

16.15 Default/Re-award. Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Successful Proposer upon non-performance or violation of contract terms, including the failure of the Successful Proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Successful Proposer, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next best Proposer and establish the period of such contract, provided such period is no longer than the contract period set forth in this specification.

16.16 Convicted Vendor List (Public Entity Crime). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 ($10,000.00 and greater) for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

17. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

Successful Proposer understands and agrees that this contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this contract. Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Proposer(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

18. INSURANCE. This contract is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this RFP document which should be reviewed for complete insurance details and coverage requirements.

End of Section II

SECTION III. PROPOSER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

_____

AFFIANT'S NAME (Person's Name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.

2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.

3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;

4. That the Proposer has not submitted a rigged proposal, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this RFP with any other natural person, partnership, corporation or other entity making a proposal for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.

5. In the event that the City determines that the Proposer has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.

6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida

7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.

8. That, by submitting this proposal, the Proposer certifies that he/she has fully read and understands the RFP method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

9. That, by submitting this proposal, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of $1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.
Proposer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____20_____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

_____ _____
Signature of Notary Public — Signature of Affiant Notary Public

State of: _____ My Commission Expires: _____

_____ _____
Printed, typed, or stamped Commissioned name of notary public — Printed or typed name of Affiant

FOR AN ENTITY

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____20____, by _____, as _____, of _____ a ☐ Partnership, ☐ Joint Venture, ☐ Corporation, ☐ Limited Liability Company (LLC) or ☐ Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: _____

_____ _____
Signature of Notary Public — Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____ _____
Printed, typed, or stamped Commissioned name of notary public — Printed or typed name of Affiant

PROPOSAL SIGNATURE FORM FOR
AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 61122923, AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT,** in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative, as defined in Section II. General Conditions, Subsection 14. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative (accompanied by evidence of authority) or submitted with the proposal, the proposal is considered non-responsive.**

Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Federal ID #.: _____ Telephone No.: _____ Email: _____

Type Organization: [ ] Individual [ ] Small Business [ ] Non-Profit [ ] LLC
[ ] Partnership [ ] Corporation [ ] Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:
[ ] Yes [ ] No. License # _____

Minority Business Status: [ ] Black [ ] Hispanic [ ] Woman [ ] Other

Is your business certified as a minority business (WMBE) or small business enterprise (SLBE) with any government agency?
[ ] Yes [ ] No. If yes, please list below:

Agency Name	Certification Number	Expiration Date

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the proposal.

By signing this Proposal Signature Form, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION II. GENERAL CONDITIONS.

NOTE: When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation shall be accompanied by evidence of authority.**

Authorized Signature: _____ Date: _____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: **24-P-00227** Contract Name: **AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, RFP #61122923**
Company Name:_____ Address:_____
Federal ID:_____ Phone:_____ Fax:_____ Email:_____

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.
[ ] No Firms were contacted or solicited for this contract.
[ ] No Firms were contacted because:_____
[ ] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses
NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

Failure to Complete, Sign and Submit this form with your Proposal Shall render the Proposal Non-Responsive (Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

Signed:_____ Name/Title:_____ Date:_____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive
Forms must be included with Proposal
MBD 10 rev./effective 02/2016

Page 2 of 4 – DMI Solicited/Utilized
Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form
(Form MBD-10)

This form must be submitted with all proposals. **All** subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **"S" = SLBE, "W" = WMBE.** Enter "**S**" for firms Certified by the City as Small Local Business Enterprises and/or "**W**" for firms Certified by the City as either Women/Minority Business Enterprise; **"O" = Non-certified others**.
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka "National Institute of Governmental Purchasing" are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- Q**uote or Resp. (response) Rec'd (received) Y/N**. Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.: **24-P-00227** Contract Name: **AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, RFP #61122923**

Company Name:_____ Address:_____

Federal ID:_____ Phone:_____ Fax:_____ Email:_____

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[ ] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.

[ ] No Firms are listed to be utilized because:_____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S=SLBE W=WMBE O=Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Failure to Complete, Sign and Submit this form with your Proposal Shall render the Proposal Non-Responsive.

Total ALL Subcontract / Supplier Utilization $_____

Total SLBE Utilization $ _____

Total WMBE Utilization $ _____

Percent SLBE Utilization of Total Bid/Proposal Amt. _____%

Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed:_____ Name/Title:_____ Date:_____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Forms must be included with Proposal.

MBD 20 rev./effective 02/2016

Page 4 of 4 DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form

(Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **"S" = SLBE, "W" = WMBE.** Enter "**S**" for firms Certified by the City as Small Local Business Enterprises and/or "**W**" for firms Certified by the City as Women/Minority Business Enterprise; **"O" = Non-certified others**.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at http:/www.tampagov.net/mbd "Information Resources".
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments [ ] Partial [ ] Final
(FORM MBD-30)

Contract No.: **24-P-00227** WO#,(if any):_____ Contract Name: **AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT, RFP #61122923**
Contractor Name:_____ Address:_____
Federal ID:_____ Phone:_____ Fax:_____ Email:_____
GC Pay Period:_____Payment Request/Invoice Number:_____ City Department:_____
Total Amount Requested for pay period: $_____ Total Contract Amount (including change orders):$_____

-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type Trade/Work Activity []Sub []Supplier Federal ID	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date Amount Pending Previously Reported	Amount To Be Paid For This Period Sub Pay Period Ending Date
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed:_____ Name/Title:_____ Date:_____

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

DMI form 30 (rev. 10/01/12)
Note: Detailed Instructions for completing this form are on the next page

Instructions for completing The DMI Sub- (Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form my result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.# If** the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department**. The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date**. This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check of this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **Subcontractor/Subconsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

City of Tampa
Official Letter of Intent
(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Proposer and WMBE/SLBE firm.

Proposal/Contract Number: _____

Proposal/Contract Name: _____

A. To be completed by the Proposer

Name of Bidder: _____
Address: _____
_____

Contact Person: _____
Telephone: _____ Fax: _____
Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____
Address: _____
_____

Contact Person: _____
Telephone: _____ Fax: _____
Email: _____

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:

_____
_____
_____

D. Cost of work to be performed by WMBE/SLBE: _____

E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: $_____

Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Proposer:_____ Date: _____
Signature and Title

WMBE/SLBE Firm:_____ Date: _____
Signature and Title

Rev. 10/12/12 MBD 40

Official Letter of Intent Instructions
City of Tampa
Equal Business Opportunity Program

The Official Letter of Intent must be submitted to the soliciting department within ten (10) workdays of the RFP opening, prior to award. Not providing all letters of intent within the prescribed time frame may be caused to delay award or declare the bid to be non-responsive.

Proposal/Contract Number- Please provide proposal/contract number provided by City of Tampa procuring department.

Proposal/Contract Name – Please provide proposal/contract name provided by City of Tampa procuring department.

To be Completed by the Proposer – Please provide prime contractor or proposers detailed company information as indicated.

To be completed by the WMBE/SLBE – Please provide WMBE/SLBE subcontractor detailed company information as indicated.

Proposer is to Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids identify, which bid line item the WMBE/SLBE's scope of work or supply corresponds – Please provide details of the services or supplies the WMBE/SLBE will provide.

Cost of work to be performed by WMBE/SLBE – Provide agreed upon estimate of work or supplies total price (Unit prices are accepted if specific quantities have yet to be determined).

Proposer – Signature of authorized agent for the prime contractor or Proposer with date signed.

WMBE/SLBE firm – Signature of authorized agent for the WMBE/SLBE subcontractor or supplier with date signed.

Contract Confirmation – A copy of the executed subcontract agreement and/or purchase order with the WMBE/SLBE must be filed with the City of Tampa immediately upon execution and/or prior to commencement of work by WMBE/SLBE.

Procurement Guidelines
To Implement
Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT

Construction	Construction- Related	Professional	Non-Professional	Goods
Black	Asian	Black	Black	Black
Hispanic	Native Am.	Hispanic	Asian	Hispanic
Native Am.	Woman	Asian	Native Am.	Asian
Woman		Native Am.		Native Am.
		Woman		Woman

Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK

Construction	Construction- Related	Professional	Non-Professional	Goods
Black	Black	Black	Black	Black
	Asian	Hispanic	Asian	Asian
	Native Am.	Asian	Native Am.	Native Am.
	Woman	Native Am.		Woman
		Woman		

Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored.

Index

- Black = Black/African-American Business Enterprise
- Hispanic = Hispanic Business Enterprise
- Asian = Asian Business Enterprise
- Native Am. = Native American Business Enterprise
- Woman = Woman Business Enterprise (Caucasian)

Industry Categories

Construction is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.

Construction-Related Services are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

Professional Services are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

Non-Professional Services are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

Goods are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

Points Pursuant to Designated Industry Category: Non-Professional Services *FORM MBD-71* **(Refer to MBD Form 70)**		
	Evaluation Criteria	**Point Values**
A.	Underutilized WMBE Firms participating as the Prime Contractor (City of Tampa Certified Only)	20
B.	City of Tampa Certified SLBE firms participating as the Prime Contractor, which include City of Tampa Certified WMBE/SLBE sub-(contractor, consultant) participation	5 - 15
C.	Non-City of Tampa Certified WMBE/SLBE Prime Contractor with meaningful sub-(contractor, consultant) participation by City Certified Underutilized WMBE and/or SLBE firms	1 - 15
D.	* External agency WMBE/SLBE/DBE certifications recognized by City of Tampa for designated RFP, RFQ, RFI solicitations	0 – 7
NOTE: The maximum points available for WMBE and/or SLBE participation will not exceed twenty (20)		

Points are determined as follows (Requires Form 50-GFE):

A. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the industry category established by the RFQ.

B. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub- contractors/consultants.

C. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized WMBE and/or SLBE certified firm(s) as sub-contractors/consultants and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20.

D. A maximum of seven (7) "discretionary" rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories A, B and C above.

NOTE: *WMBE participation is narrowly tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not designated on MBD Form 70 is considered ancillary. Ancillary participation may be counted with overall participation and credited to your rating points when underutilization criteria are met.

The maximum number of points available for WMBE and/or SLBE participation will not exceed a total of twenty (20) points.

Such inclusion shall be clearly addressed and documented utilizing Forms MBD 10 & 20. Proof of certification shall include copies of current certification certificates. In order to ensure the maximum points, a proposer must **clearly identify and quantify** its planned participation without ambiguity. Simply marking "To Be Determined" (TBD) will not satisfy this requirement and may receive significantly lower ratings. Finally, additional favorable consideration will be granted to the firm(s) that beyond all others, provide(s) the highest *relevant* and most binding participation.

The evaluation includes but is not limited to the following criteria:

- Diversity of WMBE/SLBE subcontractors listed to be utilized (MBD Form 20)
- Percentage of proposal/scope committed to WMBE/SLBE subcontracting
- The collective factors in determining the total points awarded will be based on the overall weight of evidence in the proposal that specified the participation.

In all cases, the Proposer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa's Office of Equal Business Opportunity. The Successful Proposer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa's (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized checklist identifies various items that are mandatory requirements in order to accept the Proposer's response to the City's RFP. No representation is made that the following checklist is a complete guide to every requirement for consideration by the Proposer.

It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section II. General Conditions, Section 14. Content of Proposal.

MANDATORY REQUIREMENTS **PAGE NUMBER IN PROPOSAL**

TAB 1 ADDENDA _____

TAB 2 FLORIDA PUBLIC RECORDS LAW
ATTACHMENT B.
Form is filled out and executed. _____

TAB 3 CONFLICT OF INTEREST
ATTACHMENT C.
Form is filled out and executed. _____

TAB 4 RESPONSE TO PROPOSAL _____

TAB 5 SECTION 1, SCOPE OF SERVICES _____

TAB 6 REFERENCES _____

TAB 7 GENERAL STATEMENT OF EXPERIENCE _____

TAB 8 GENERAL OPERATING PROCEDURES & GUIDELINES (MANAGEMENT PLAN, OPERATIONS PLAN, QUALITY CONTROL PLAN, ETC…. _____

TAB 9 **SECTION IV. SUB-CONTRACTING FORMS**
Form MBD 10 - Solicited
Form is filled out and executed. _____

Form MBD 20 - Utilized
Form is filled out and executed. _____

Failure to submit these forms shall result in your bid being deemed as "non-responsive"

TAB 10 COMPENSATION _____

SECTION III. PROPOSER'S AFFIDAVIT FORM (TAB 11)
Form is filled out, executed and notarized. _____

SECTION III. PROPOSAL SIGNATURE FORM (TAB 12)
Form is filled out and executed. _____

TAB 13 Proposer's Criminal History Screening Practices, documentation if applicable _____

Proposal is submitted in the format required under
Section 14. Content of Proposal? _____

Respondent's Statement Regarding
Respondent's Criminal History Screening Practices:

☐ The Respondent hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

☐ The Respondent hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Proposer has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

☐ The Respondent hereby applies for applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices. The following documentation and assurances are provided:

__ Notarized past employment analysis that includes the number of disadvantaged workers the Respondent has hired in the past, or, if the Respondent has never hired a disadvantaged worker, an explanation that the Respondent made a good faith effort to hire a disadvantaged worker: and,

__ An estimate of the number of disadvantaged workers that the Respondent has hired or plans to hire if the Respondent is awarded the project; and,

__ Evidence that the Respondent's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.

__ Identifies, [ ] hereon [ ]in attached document, potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Respondent the project; and,

__ Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Respondent is awarded the project; or

__ The Respondent currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

ATTACHMENT B - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a Proposer, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your proposal, if any, qualifies to be exempt from inspection and copying:

Note: **Execute either section I. or II., but not both**; Proposer may not modify language.
Information regarding the Florida Public Records Law can be located in the RFP under Section II. General Conditions, Section 1. General Information, Subsection 14.4 Florida Public Records Law.

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

_____ _____
Proposer's Signature Date

II. EXEMPTIOM FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA

The following parts of the proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

_____
_____
_____
_____
_____

By claiming that parts of the proposal are exempt from the public records law, the undersigned Proposer agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the proposal. The undersigned Proposer agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

_____ _____
Proposer's Signature Date

ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

**Immediate family* means spouse, parents and children of the person involved.

***Close personal relationship* means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

****Controlling financial interest* means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO _____

NAME(S) / POSITION(S)

_____

_____

_____

_____

FIRM NAME: _____

BY (PRINTED NAME): _____

BY (SIGNATURE): _____

TITLE: _____

DATE: _____

ATTTACHMENT D

GPC LISTING

City of Plant City
Purchasing Manager
Drawer C
Plant City, FL 33563 813-659-4270 - Telephone 813-659-4216 - Fax

City of Temple Terrace
P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax

Clerk of Circuit Court
601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority
1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax

Hillsborough Area Regional Transit Authority
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax

Hillsborough Co. Aviation Authority
P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Hillsborough Community College
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax

Hillsborough County Board of County Commissioners
601 E. Kennedy Blvd., 25th Floor
Tampa, FL 33601
Phone: (813) 272-5790
FAX: (813) 272-6290
procurementservices@hillsboroughcounty.org

Hillsborough Co. Sheriff's Office
P.O. Box 3371
Tampa, FL 33601
813-247-8032 – Telephone
813-242-1825 – Fax

State Attorney's Office
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax

Tampa Port Authority
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax

Supervisor of Elections
601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

Tampa Sports Authority
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax

Tax Collector
601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County
1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

University of South Florida
Purchasing Services
4202 E Fowler Ave SVC-1072
Tampa, FL 33620
813-971-3340 – Telephone

Property Appraiser
601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpafl.org

Tampa Palms Community Dev. Dist.
16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

Hillsborough County School Board
P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007
www.sdhc.k12.fl.us

City of Tampa Housing Auth.
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example $1M is $1,000,000)

A. **Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal, and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than $1M per occurrence and $2M general aggregate for Agreements valued at $2M or less; if valued over $2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. **Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) $500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at $100,000 or less or (b) $1M combined single limit each occurrence bodily injury and property damage for Agreements valued over $100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

C. **Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) $500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at $100,000 and under or (b) $1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements**.

D. **Excess (Umbrella) Liability Insurance** for Agreements valued at $2M or more, at least $4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-: VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g., CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

(1) Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
(2) Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to ensure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida**.

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over $500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with an SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all its right, title, and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

Revised 10/5/2022

Solicitation

Evaluation

Solicitation: 61122923 - AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT,
Evaluator Comments

Qualifications & Experience of Firm & Staff
Criterion: Qualifications and Experience of Firm and Staff

VERRA MOBILITY

PATRICK MESSMER: *No issues noted.*

BENJAMIN BROWN: *This staff is experienced with people that have been in the business a long time.*

DEMETRIUS GERMAN : *Verra Mobility has previous contracting experience with Tampa and currently supports photo enforcement programs in ten counties in the State of Florida. Verra Mobility brings decades of experience working with the Florida Department of Transportation and cities to provide and install the required signage for our programs.*

JOSIE RUBIANO: *20 yrs 11 yrs in Florida*

JAE-SANG LEE: *Overall the company has long history and experience. Limited school zone speed detection program*

SAJAN PATEL: --

Criterion: Qualifications and Experience of Firm and Staff

REDSPEED

PATRICK MESSMER: *Many speed detection clients, not many large/Florida clients noted.*

BENJAMIN BROWN: *The company appears to be very experienced with a very large staff.*

DEMETRIUS GERMAN : *RedSpeed has more than 14yrs of experience in the field with Red Light Cameras. Redspeed serves seventy communities within Georgia.*

JOSIE RUBIANO: *First in Florida; in GA*

JAE-SANG LEE: *Overall the company has long history and experience. Did not provide any school zone speed detection experience.*

SAJAN PATEL: --

Criterion: Qualifications and Experience of Firm and Staff

CONDUENT

PATRICK MESSMER: *Lots of litigation. Headline/reputational risk of doing business due to SunPass issues.*

BENJAMIN BROWN: *They appear to have limited experience in the business at the management levels.*

DEMETRIUS GERMAN : *contract with the City of Miami Beach. Spanning more than 12 years for red light enforcement.*

JOSIE RUBIANO: *28 yrs of experience*

JAE-SANG LEE: *Overall the company has long history and experience. Did not provide any school zone speed detection experience.*

SAJAN PATEL: --

Criterion: Qualifications and Experience of Firm and Staff

NOVOAGLOBAL, INC.

PATRICK MESSMER: *Limited Florida clients and unsure of the experience level of the support staff*

BENJAMIN BROWN: *The staff is very qualified with many years in the business. They appear to be a European based company.*

DEMETRIUS GERMAN : *75% of the employees have been with the company for over 5 years.*

JOSIE RUBIANO: *staff has 10-18 yrs in photo enforcement*

JAE-SANG LEE: *Overall the company has long history and experience. Limited school zone speed detection program*

SAJAN PATEL: --

Responsiveness to the Scope of Services

Criterion: Responsiveness to the Scope of Services

VERRA MOBILITY

PATRICK MESSMER: *Responsive, but added exceptions.*

BENJAMIN BROWN: *They have responded to all questions under the scope of services.*

DEMETRIUS GERMAN : *4D radar technology operates in all weather conditions and provides quality images and video day and night with 99.9% calibration and capture accuracy. Our camera will be able to capture images of drivers and passengers. Captured images of the driver or passengers can be blurred, if requested. However, our proposed technology has the capability for driver images to be captured if allowed by state statutes.*

JOSIE RUBIANO: *very in depth*

JAE-SANG LEE: *Provided responses to every item in the scope of services*

SAJAN PATEL: --

Criterion: Responsiveness to the Scope of Services

REDSPEED

PATRICK MESSMER: *Can likely meet timeline. No issues noted.*

BENJAMIN BROWN: *The company appears to have answered all questions regarding the scope of services.*

DEMETRIUS GERMAN : *Performs all necessary needed testing. Provides and installs all signage and equipment. Maintains all*

equipment, documentation, certifications, and permissions.

JOSIE RUBIANO: *very in depth*

JAE-SANG LEE: *Provided general responses to the scope. Did not provide responses to each item.*

SAJAN PATEL: --

Criterion: Responsiveness to the Scope of Services

CONDUENT

PATRICK MESSMER: *160+ day implementation, key issue since date in RFP is 8/12.*

BENJAMIN BROWN: *They appear to have answered all of the questions in reference to the scope of services. Could not meet the time line*

DEMETRIUS GERMAN : *Conduent affirms its qualifications and understanding to fully manage the City's SDS project. Our proposal also confirms, we will implement Chapter 2023 174, Laws of Florida as outlined in Section I, Scope of Services. DriveSafe has a number of distinct features such as: bidirectional enforcement and does not require multiple systems to be installed, each of the three independent cameras can rotate a full 360 degrees as well as pan, tilt, and zoom for live viewing of your speed zones, and surrounding area.*

JOSIE RUBIANO: *in depth*

JAE-SANG LEE: *Provided responses to every item in the scope of services*

SAJAN PATEL: --

Criterion: Responsiveness to the Scope of Services

NOVOAGLOBAL, INC.

PATRICK MESSMER: *Likely cannot meet 8/12 deadline since their timetable relied upon a 5/1 execution date. Wants to use existing infrastructure or work with a subcontractor for poles, who has not even been identified. Concerned about lack of info on their violation processing software (>1 minute to load images? Rejections not reviewed by supervisor?)*

BENJAMIN BROWN: *They appear to have answered all questions in reference to the scope of services. Time line is off.*

DEMETRIUS GERMAN : *Standard system is capable of capturing at least three pictures per second.*

JOSIE RUBIANO: *seemed like it was very generic; called us HCSO several times*

JAE-SANG LEE: *Did not provide responses to each item.*

SAJAN PATEL: --

Service and Support

Criterion: Service and Support

VERRA MOBILITY

PATRICK MESSMER: *No issues noted.*

BENJAMIN BROWN: *The company offers support during normal business hours and an automated system as well.*

DEMETRIUS GERMAN : *Responded to all points. Can help to educate the public about the Automated Speed Detection For School Zone Safety Enforcement program and promote its benefits. Will work with City stakeholders to create a customized public awareness plan focusing on safety goals and effectively communicate the life-saving benefits of the safety camera program.*

JOSIE RUBIANO: *web based platform 24 hr VTR;customer srvc cntr*

JAE-SANG LEE: *Provided comprehensive service and support plan.*

SAJAN PATEL: --

Criterion: Service and Support

REDSPEED

PATRICK MESSMER: *No issues noted.*

BENJAMIN BROWN: *They have a 24-hour-a-day automated call center and a 0900-1700 Mon through Fri technical call center.*

DEMETRIUS GERMAN : *RedSpeed has retained Weiss Serota to fight challenges to defend clients if the program is challenged. RedSpeed will provide a customized Public Service Announcement to Help Prepare the Community.*

JOSIE RUBIANO: *on par with everyone; offer turn key*

JAE-SANG LEE: *Provided comprehensive service and support plan*

SAJAN PATEL: --

Criterion: Service and Support

CONDUENT

PATRICK MESSMER: *No issues noted.*

BENJAMIN BROWN: *They appear to have a support and service system in place.*

DEMETRIUS GERMAN : *Does not seem to be able to meet time frame.*

JOSIE RUBIANO: *on par NOV mailed next day*

JAE-SANG LEE: *Provided comprehensive service and support plan*

SAJAN PATEL: --

Criterion: Service and Support

NOVOAGLOBAL, INC.

PATRICK MESSMER: *No issues noted.*

BENJAMIN BROWN: *They offer a Monday-Friday customer service phone line as well as a 24/7 automated service.*

DEMETRIUS GERMAN : *All training, including refresher courses, follow-up training is provided at no additional cost.*

JOSIE RUBIANO: *have Hawk Center, IVR Pro Center back office*

JAE-SANG LEE: *Provided comprehensive service and support plan*

SAJAN PATEL: --

Suitability of Proposed Equipment

Criterion: Suitability of Proposed Equipment

VERRA MOBILITY

PATRICK MESSMER: *Radar and not LIDAR as preferred, but solar powered.*

BENJAMIN BROWN: *The proposed equipment appears to be within the guidelines.*

DEMETRIUS GERMAN : *All of our radar systems use LiDAR to enhance precision and provide independent, secondary speed verification through image processing, leading to a 99.9% accuracy rate for calibration and capture. Self-service video retrieval and live intersection video streaming (with optional subscription)?*

JOSIE RUBIANO: *4D radar/solar*

JAE-SANG LEE: *Proposed equipment is suitable.*

SAJAN PATEL: --

Criterion: Suitability of Proposed Equipment

REDSPEED

PATRICK MESSMER: *LIDAR as requested, but not solar powered.*

BENJAMIN BROWN: *The equipment appears to be suitable to the needs of the request.*

DEMETRIUS GERMAN : *RedSpeed provides web-based software for the approval and management of citations, review of video and input of data. RedSpeed's camera system is a high-definition motion picture camera system that uses only infrared for lighting (No Flash).*

JOSIE RUBIANO: *LiDar and integration with Flock*

JAE-SANG LEE: *Proposed equipment is suitable*

SAJAN PATEL: --

Criterion: Suitability of Proposed Equipment

CONDUENT

PATRICK MESSMER: *Rader instead of preferred LIDAR. No solar power mentioned. Ability for camera PTZ could be used for surveillance (not allowed under statute)*

BENJAMIN BROWN: *All of the equipment appears to be within our requested guidelines.*

DEMETRIUS GERMAN : *During startup, the DriveSafe system completes a self-test to verify that the software and hardware components are working correctly. The system records an image set during the selftest, with the notation that it was produced by the successful self-test. The flash illumination is nearly invisible to the naked eye and has an extremely short duration so as not to distract drivers. In the event of an equipment malfunction, the issue will be addressed by our technicians within the required 24 hour period, with repairs completed within 72 hours of the event.*

JOSIE RUBIANO: *4K video streams; bidirectionality of cameras*

JAE-SANG LEE: *Proposed equipment is suitable*

SAJAN PATEL: --

Criterion: Suitability of Proposed Equipment

NOVOAGLOBAL, INC.

PATRICK MESSMER: *Radar and not preferred LIDAR. No mention of solar (except on portable unit). ALPRs optional and adds extra camera.*

BENJAMIN BROWN: *The offered equipment appears to be at or above the requirements.*

DEMETRIUS GERMAN : *enforcement systems are based on the latest imaging technology and the most advanced multi-positional radar in the world.*

JOSIE RUBIANO: *4D video, dual doppler radar*

JAE-SANG LEE: *Proposed equipment is suitable*

SAJAN PATEL: --

Proposal cost/ Revenue Share

Criterion: Proposal cost/ Revenue Share

VERRA MOBILITY

PATRICK MESSMER: *Best overall cost proposal*

BENJAMIN BROWN: *The cost return per citation is second best among the competitors at $19.20 per citation. They have zero cost for additional ALPRs, for traffic studies, and for relocation/removal/ reinstallation of cameras.*

DEMETRIUS GERMAN : *Cost seems to be a little better overall compared to other vendors.*

JOSIE RUBIANO: *32%*

JAE-SANG LEE: *$19.20 or 32% and no additional cost*

SAJAN PATEL: --

Criterion: Proposal cost/ Revenue Share

REDSPEED

PATRICK MESSMER: *Highest cost share and additional ALPRs.*

BENJAMIN BROWN: *They are the most expensive at $21.00 per citation. Additional ALPRs are $3000 extra per year. They do have a zero cost for traffic studies and relocation/removal/reinstallation.*

DEMETRIUS GERMAN : *Seem to be a little higher in revenue. Approximately 70% market share in Georgia.*

JOSIE RUBIANO: *35%*

JAE-SANG LEE: *$21 or 35% and additional cost*

SAJAN PATEL: --

Criterion: Proposal cost/ Revenue Share

CONDUENT

PATRICK MESSMER: *Low revenue share, but unknown costs for new construction and high costs for traffic studies.*

BENJAMIN BROWN: *They have the best price per violation at $17.50, however, they have the most costs associated with other items. They charge an additional $2642 for each additional ALPR, they charge $1200 for a traffic study, and $8000 for relocation/removal/ or reinstallation of a camera.*

DEMETRIUS GERMAN : *A lot of extra cost in addition. Conduent will charge 29.16% (equals $17.50) of every $60 dollars paid to the City.*

JOSIE RUBIANO: *29.16 plus other cost factors*

JAE-SANG LEE: *$17.50 or 29.16% and additional cost*

SAJAN PATEL: --

Criterion: Proposal cost/ Revenue Share

NOVOAGLOBAL, INC.

PATRICK MESSMER: *Higher cost share and per-violation cost for additional ALPRs rather than fixed costs, which could be extremely problematic.*

BENJAMIN BROWN: *They have the third best cost as far as percentage of revenue at $20.00 per citation. Traffic studies and relocation/removal/reinstallation costs are included. Additional ALPRs are $2.00 per violation.*

DEMETRIUS GERMAN : *Guarantee a cost neutral program, meaning you will never pay out of pocket for the program.*

JOSIE RUBIANO: *$20.00 plus 2.50 UTC mailing cost*

JAE-SANG LEE: *$20 or 33.33% and additional cost*

SAJAN PATEL: --

WMBE/SLBE Participation

Criterion: WMBE/SLBE Participation

VERRA MOBILITY

PATRICK MESSMER: --

BENJAMIN BROWN: --

DEMETRIUS GERMAN : --

JOSIE RUBIANO: --

JAE-SANG LEE: --

SAJAN PATEL: *EBO score of 3. The Contractor uses 2 Underutilized city-certified firms for meaningful tasks as a subcontractor on Form-MBD-20 with the utilization of the contract being 4%. The tasks performed will be staffing and design/engineering.*

Criterion: WMBE/SLBE Participation

REDSPEED

PATRICK MESSMER: --

BENJAMIN BROWN: --

DEMETRIUS GERMAN : --

JOSIE RUBIANO: --

JAE-SANG LEE: --

SAJAN PATEL: *EBO score of 0. The Contractor uses no city-certified firm meaningful tasks as a subcontractor on Form-MBD-20.*

Criterion: WMBE/SLBE Participation

CONDUENT

PATRICK MESSMER: --

BENJAMIN BROWN: --

DEMETRIUS GERMAN : --

JOSIE RUBIANO: --

JAE-SANG LEE: --

SAJAN PATEL: *EBO score of 7. On Form-MBD-20, the contractor uses 1 Underutilized City-certified firm for meaningful tasks as a subcontractor and utilizes them at a total of 10.89%. The task performed will be to provide electric distribution construction, installation, and maintenance.*

Criterion: WMBE/SLBE Participation

NOVOAGLOBAL, INC.

PATRICK MESSMER: --

BENJAMIN BROWN: --

DEMETRIUS GERMAN : --

JOSIE RUBIANO: --

JAE-SANG LEE: --

SAJAN PATEL: *EBO score of 15. The Contractor themselves are a city certified HBE firm. The Contractor will be participating 100% of the contract based on Form-MBD-20. The task performed will be to provide electric distribution construction, installation, and maintenance.*

Publisher's Affidavit
LA GACETA

State of Florida
County of Hillsborough,

Before the undersigned authority personally appeared

Patrick Manteiga

who under oath says he is the Publisher of La Gaceta, a weekly newspaper published in Hillsborough County, Florida, that the attached copy of advertisement, being a

Request for Proposal

in the matter of

Automated Speed Detection 3:00 PM 4/5/24
Pre-proposal conference 3/22/24

In the Thirteenth Judicial Circuit Court, was published in said newspaper in print in the issues of 3/8/24

and on its publicly available website. Affiant further says that the newspaper complies will all legal requirements for publication in Chapter 50, Florida Statutes.

Sworn to and subscribed before me
on this 8th day of, March A.D. 2024
by Patrick Manteiga, who is personally known to me.

GENE V. SIUDUT
Commission # HH 357039
Expires March 20, 2027

CITY OF TAMPA
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Request for Proposal for the furnishing of the following will be received by the Director of Purchasing, City of Tampa, in his office until

3:00 PM 4/5/24
AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT
PRE-PROPOSAL CONFERENCE TO BE HELD 3/22/24 10:00AM

then and thereafter to be publicly opened and read. Requests for Proposals are available at the Purchasing Department (Phone No. 813/274-8351).

Dated: 03/08/2024.
Deanna Faggart, CPPO
Director of Purchasing
City of Tampa, FL
2555 East Hanna Avenue
Tampa, FL 33610

3/8/24LG 1T

Detail by Entity Name

Foreign Profit Corporation
AMERICAN TRAFFIC SOLUTIONS, INC.

Cross Reference Name

AMERICAN TRAFFIC SOLUTIONS, INC.

Filing Information

Document Number	F09000000267
FEI/EIN Number	48-1114931
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Last Event	DROPPING DBA
Event Date Filed	02/11/2010
Event Effective Date	NONE

Principal Address

1150 N. Alma School Road
Mesa, AZ 85201

Changed: 04/23/2024

Mailing Address

1150 N. Alma School Road
Mesa, AZ 85201

Changed: 04/23/2024

Registered Agent Name & Address

C T CORPORATION SYSTEM
C/O C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/15/2017

Address Changed: 06/15/2017

Officer/Director Detail

Name & Address

Title President and Chief Executive Officer

Roberts, David
1150 N. Alma School Road
Mesa, AZ 85201

Title Director

Roberts, David
1150 N. Alma School Road
Mesa, AZ 85201

Title Assistant Secretary

Young, Kristen
1150 N. Alma School Road
Mesa, AZ 85201

Title VP, National Construction

Renzi, Christopher
1150 N. Alma School Road
Mesa, AZ 85201

Title Assistant Treasurer

Koehn, Brian
1150 N. Alma School Road
Mesa, AZ 85201

Title Executive Vice President

Baldwin, Jonathan
1150 N. Alma School Road
Mesa, AZ 85201

Title Chief Financial Officer and Treasurer

Conti, Craig
1150 N. Alma School Road
Mesa, AZ 85201

Title Director

Conti, Craig
1150 N. Alma School Road
Mesa, AZ 85201

Title Secretary

Avraham, Raphael

1150 N. Alma School Road
Mesa, AZ 85201

Annual Reports

Report Year	Filed Date
2022	03/25/2022
2023	02/27/2023
2024	04/23/2024

Document Images

04/23/2024 -- ANNUAL REPORT	View image in PDF format
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CONTRACT EXTENSION

Contract Number: 062320-CAT

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	Caterpillar Inc. 100 NE Adams St Peoria, Illinois 61629-0001 (Vendor)

have entered into Contract Number: 062320-CAT
for the procurement of: Equipment Rental with Related Services

The Contract has an expiration date of 2024-08-27 , 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 2025-08-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

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Authorized Signature	Authorized Signature
Jeremy Schwartz	Paulo Carrolo
Name	Name
Chief Operating and Procurement Officer	East Region Director – RS/CRNA
Title	Title
6/6/2024 | 9:38 AM CDT	6/7/2024 | 11:37 AM PDT
Date	Date